



Agenda Item Executive Summary

Item Name	A Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$620,999.20 (5-Year Term) Jan 24 - \$114,653.35, Jan 25 - \$119,239.39, Jan 26 - \$124,008.97, Jan 27 - \$128,969.39, and Jan 28 - \$134,128.10	Budgeted	\$621,000 (Five-Year Total Budgeted Amount) \$124,200 Budgeted in 23/24 Capital Outlay
List what fund	Equitable Sharing Fund		

EXECUTIVE SUMMARY

The police department and IT staff request the Village Board to waive advertising for bids and to authorize the approval of the quote to purchase body worn cameras and Taser 10 conductive energy weapons (CEWs) from Axon Enterprise, Inc. These items were listed in the capital outlay portion of the police department's operating budget that was adopted and approved by the Village Board on Tuesday, April 18, 2023. The body worn cameras and Taser 10 CEWs will be funded through the use of equitable sharing funds.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum
 Resolution
 Axon Enterprise, Inc. Quote
 Sourcewell Government Purchasing Cooperative Contract Numbers 010720-AXN and 092722-AXN

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

X MOTION: I move to approve RESOLUTION 2023 - _____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

Staff: Geoffrey Pretkelis, Chief of Police

Date: June 12, 2023

POLICE DEPARTMENT MEMORANDUM
23-27

DATE: June 12, 2023

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey T. Pretkelis, Chief of Police

RE: **Approval of a Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative**

The police department and IT staff request the Village Board to waive advertising for bids and to authorize the approval of the quote to purchase body worn cameras and Taser 10 conductive energy weapons (CEWs) from Axon Enterprise, Inc. These items were listed in the capital outlay portion of the police department's operating budget that was adopted and approved by the Village Board on Tuesday, April 18, 2023. The body worn cameras and Taser 10 CEWs will be funded through the use of equitable sharing funds.

Approval of the quote allows the police department to start adopting several recommendations listed in the Village of Bartlett's 2021-22 Strategic Technology Utilization Plan in regard to body worn cameras, Taser CEWs, digital storage, and replacement of current mobile video recorders (MVRs).

BODY WORN CAMERA BACKGROUND

The police department began researching body worn cameras after Governor J.B. Pritzker signed Public Act (P.A.) 101-0652, also known as the Safety, Accountability, Fairness and Equity – Today (SAFE-T) Act. It amended the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10) requiring all law enforcement agencies with municipalities with a population of less than 50,000 to implement the use of body worn cameras by January 1, 2025. The goal of the police department's research was to identify a vendor that could provide an integrated solution for its body worn cameras, Taser CEWs, and MVRs.

The police department created a working group consisting of police and IT staff to create a list of required features and state law basic guideline requirements, and to identify market leaders and other area police departments that could provide product references based on their experiences with the different vendors. The working group participated in presentations and demonstrations from Motorola Solutions, Axon Enterprise, Inc., and Panasonic. The working group also created a survey and spoke with other police departments that currently use each of the different solutions.

Based on the working group's research, Axon Enterprise, Inc. offered the best solution to meet the needs of the police department. Axon Enterprise, Inc. is recognized as the industry leader in body worn camera systems and CEWs. It also has the largest market share relative to its competitors and it invests millions of dollars in research and development.

The police department then conducted a six-week pilot program to test Axon Enterprise Inc.'s body worn cameras to determine the ease of use, dependability, and capabilities of the cloud-based storage platform. Based on that pilot program, the working group concluded that Axon Enterprise, Inc. should be selected as the police department's body worn camera vendor.

The body worn cameras integrate with Axon Enterprise Inc.'s MVRs and Taser CEWs. The body worn cameras also serve as the microphones for the MVRs, which not only eliminate the need to purchase additional equipment, but also reduce the amount of equipment police officers need to wear on their uniforms.

The Axon Enterprise, Inc. platform also enables the police department to centralize storage of its video evidence from all body worn cameras and MVRs while providing officers with a single interface to manage these types of video evidence. The cloud-based storage platform, Evidence.com, eliminates the need to purchase or produce DVDs for court, FOIA or backup purposes because it facilitates the sharing of video evidence with state's attorneys, defense attorneys, the county court systems, and FOIA requests through a simple online interface that includes redaction software and video file auto tagging capabilities.

TASER CEW BACKGROUND

The police department currently utilizes Taser X26 and X26P CEWs. Axon Enterprise, Inc. first launched Taser X26 in 2003 and then Taser X26P in 2013. The police department purchased the majority of its CEWs between 2017-18 and 2021-22.

Axon Enterprise, Inc. has issued a 5-year useful life recommendation for all of its Taser CEWs because high voltage electronic components wear out over time and may not operate as expected, CEWs that are more than five year old are two times more likely to fail in the field, Taser CEWs more than five-years old are unable to be repaired or replaced, and its \$10 million dollar liability insurance policy will not cover worn-out components older than five years.

Axon Enterprise, Inc. introduced its next generation of Taser CEWs – Taser 7 in 2018, and then Taser 10 in 2023 after the police department put together its final budget. Taser 10 is Axon Enterprise Inc.'s latest CEW technology. It is also compatible with the body worn cameras, mobile video recorders, and the optional virtual reality training system. Taser 10 has a maximum range of 45 feet (nearly double the range of previous Taser CEWs), which creates more time and space for police officers to de-escalate and resolve situations.

Current Illinois SAFE-T ACT statutory language prevents targeting of CEWs at the head, chest, neck, groin, or anterior pelvis. Taser 10 CEW can deploy up to (10) ten individually targeted probes without the need to reload, which improves accuracy and penetration. This will allow for more accurate CEW probe placement by allowing the CEW operator to choose individual points of aim with each trigger pull since only one probe is fired upon each time the trigger is pulled. This will allow the Taser operator to be in better compliance with SAFE-T Act statutory language

as the operator will have more individualized control over where the CEW probes will make contact with the assailant.

SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

Axon Enterprise, Inc. was awarded national cooperative contracts through Sourcewell Contract Numbers 010720-AXN and 092722-AXN. The contracts were reviewed by the Village Attorney, who determined they both satisfy the public competitive bidding requirements and comply with the Governmental Joint Purchasing Act.

Sourcewell is a self-sustaining government organization that provides cooperative purchasing services to more than 70,000 state and local government entities, public as well as tax exempt private K-12, higher education institutions and nonprofit organizations. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

AXON ENTERPRISE INC.'S BUNDLED QUOTATION

On Friday, June 8, 2023, Axon Enterprise, Inc. submitted a bundled quote for a five-year contract for the implementation of body worn cameras and Taser 10 CEWs. The total cost for Axon Enterprise Inc.'s body worn cameras and Taser 10 CEWs is \$620,999.20, which will be spread out over a 5-year period (January 2024 - \$114,653.35, January 2025 - \$119,239.39, January 2026 - \$124,008.97, January 2027 - \$128,969.39, and January 2028 - \$134,128.10). In order to increase the discount savings, the police department sold back its inventory of Taser X26 and Taser X26P CEWs to Axon Enterprise, Inc. The bundled quote offers the Village of Bartlett a total savings of \$156,915.20, and an average savings per year of \$31,383.04.

Axon Enterprise Inc.'s bundled quote of \$620,999.20 for the five-year contract of body worn cameras and CEWs is within the budgeted amount of \$621,000 that was listed in the capital outlay portion of the police department's operating budget. The first-year quote of \$114,653.35 for January 2024 was also \$9,546.65 less than the police department's budgeted amount of \$124,200 that was listed in the capital outlay portion of the police department's operating budget for the body worn cameras (\$100,000) and the Taser CEWs (\$24,200).

The quote includes (65) sixty-five Axon Body 3 body worn cameras, mounts and docking stations, Axon's Technology Assurance Plan (TAP), which provides a five-year warranty, and new body worn cameras at 2 ½ years and 5 years. It also includes (20) twenty Taser 10 CEWs, (30) thirty training and duty CEW cartridges for (50) fifty CEW operators for a five year period, CEW holsters, and a CEW training halt suit.

RESOLUTION:

I move to approve RESOLUTION 2023 - _____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

RESOLUTION 2023 - _____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING
THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE
SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE**

WHEREAS, Section 1-8A-5:E of the Bartlett Municipal Code, as amended, provides that contracts and purchase orders for the purchase of equipment, materials, supplies and contracts for public improvements in excess of \$25,000 may be purchased through a joint purchasing alliance of a public body through a process that satisfies the Illinois Procurement Code as determined by the Village Attorney; and

WHEREAS, the Village of Bartlett (the "Village") is a governmental unit within the meaning of Section 1 of the Governmental Joint Purchasing Act (30 ILCS525/1); and

WHEREAS, Section 2 of the Governmental Joint Purchasing Act expressly authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units (30 ILSC 525/2); and

WHEREAS, Section 2 of the Governmental Joint Purchasing Act expressly provides that the provisions of any other acts under which a unit of government operates pertaining to purchasing procedures are superseded by the Governmental Joint Purchasing Act (30 ILCS 525/2); and

WHEREAS, Article VII, Section 10, of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) allow joint purchasing activities in addition to the Governmental Joint Purchasing Act; and

WHEREAS, Sourcewell (formerly NJPA), a State of Minnesota local government agency and services cooperative created under the laws of Minnesota, went through a competitive selection process and solicited proposals for taser conducted energy weapons, body worn cameras, and related equipment, software, and services; and

WHEREAS, after completing the competitive selection process and considering the proposals submitted, Sourcewell awarded joint purchasing contracts for taser conducted energy weapons, body worn cameras, and related equipment, software, and services to Axon Enterprise Inc. ("Axon"), bearing Sourcewell Contract Numbers 010720-AXN and 092722-AXN, for national aggregate consortium pricing resulting in significant discounts and immediate cost saving opportunities available to thousands of local governmental entities, including the Village of Bartlett; and

WHEREAS, the Bartlett Police Department researched and tested the products of various manufacturers of body worn cameras and determined that Axon is the preferred manufacturer of body worn cameras; and

WHEREAS, the Village previously purchased mobile video recorders from Axon under Sourcewell Contract Number 010720-AXN pursuant to Resolution 2022-99-R; and

WHEREAS, Axon provides an integrated solution for the Bartlett Police Department's requirements relating to mobile video recorders, body worn cameras, taser conducted energy systems, and related equipment, software, and services; and

WHEREAS, the Village Attorney has determined that Sourcewell is a joint purchasing alliance of public bodies and that the award of Sourcewell Contract Numbers 010720-AXN and 092722-AXN satisfies public competitive bidding requirements and complies with the Governmental Joint Purchasing Act; and

WHEREAS, the purchase of the of the Axon body worn cameras, taser conducted energy weapons, and related equipment, software, and services is exempt from further public bidding requirements for the reasons stated in the above Recitals.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to take all actions and execute any necessary documents to complete the purchase of the body worn cameras, taser conducted energy weapons, and related equipment, software, and services, as more fully set forth in Exhibit A to this Resolution, in the amount of \$620,999.20 (to be paid in installments over a period of five (5) years), from Axon Enterprise, Inc., pursuant to Sourcewell Contract Numbers 010720-AXN and 092722-AXN.

Section 3. Waiver of Competitive Bidding. To the extent any additional competitive bidding requirements apply to the purchase of the body worn cameras, taser conducted energy weapons, and related equipment, software and services from Axon as authorized by this Resolution, such competitive bidding requirements are hereby waived based on the matters set forth in the recitals of this Resolution.

Section 4. Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

Section 5. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Quote from Axon Enterprise Inc. Pursuant to Sourcewell Contract Numbers 010720-AXN and 092722-AXN



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

Q-490600-45090.505JS

Issued: 06/13/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 132965

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business: Delivery; Invoice-228 S Main St 228 S Main St Bartlett, IL 60103-4421 USA	Bartlett Police Dept. - IL 228 S Main St Bartlett IL 60103-4421 USA	Jen Skouson Phone: Email: jskouson@axon.com Fax:	Geoff Pretkellis Phone: (630) 742-7459 Email: gpretkellis@bartlettill.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$620,999.20
ESTIMATED TOTAL W/ TAX	\$620,999.20

Discount Summary

Average Savings Per Year	\$31,554.09
TOTAL SAVINGS	\$157,770.45

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$114,653.35	\$0.00	\$114,653.35
Aug 2024	\$119,239.39	\$0.00	\$119,239.39
Aug 2025	\$124,008.97	\$0.00	\$124,008.97
Aug 2026	\$128,969.39	\$0.00	\$128,969.39
Aug 2027	\$134,128.10	\$0.00	\$134,128.10
Total	\$620,999.20	\$0.00	\$620,999.20

Quote Unbundled Price: \$778,769.65
 Quote List Price: \$702,103.45
 Quote Subtotal: \$620,999.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	63	60	\$116.37	\$98.58	\$79.93	\$302,135.40	\$0.00	\$302,135.40
C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	60	\$28.30	\$27.08	\$27.08	\$48,744.00	\$0.00	\$48,744.00
T10Cert	Taser 10 Certification Bundle	20	60	\$81.85	\$75.83	\$69.67	\$83,604.00	\$0.00	\$83,604.00
A la Carte Hardware									
100617	TASER 10 BLACKHAWK HOLSTER, LH	2			\$80.00	\$80.00	\$160.00	\$0.00	\$160.00
100616	TASER 10 BLACKHAWK HOLSTER, RH	23			\$80.00	\$80.00	\$1,840.00	\$0.00	\$1,840.00
100611	TASER 10 SAFARILAND HOLSTER, RH	5			\$80.00	\$80.00	\$400.00	\$0.00	\$400.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126			\$1.00	\$1.00	\$126.00	\$0.00	\$126.00
75015	SIGNAL SIDEARM KIT	63			\$249.00	\$249.00	\$15,687.00	\$0.00	\$15,687.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$0.00	\$13,111.20
AB3C	AB3 Camera Bundle	63			\$749.00	\$749.00	\$47,187.00	\$0.00	\$47,187.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	63	60		\$9.76	\$9.76	\$36,892.80	\$0.00	\$36,892.80
73478	REDACTION ASSISTANT USER LICENSE	63	60		\$9.76	\$9.76	\$36,892.80	\$0.00	\$36,892.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	60		\$0.60	\$0.60	\$6,804.00	\$0.00	\$6,804.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$24,415.00	\$24,415.00	\$0.00	\$24,415.00
Total							\$620,999.20	\$0.00	\$620,999.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	70	08/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	70	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	63	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	08/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	08/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	08/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	300	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	20	08/15/2023
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	20	08/15/2023
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	08/15/2023
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	08/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	08/15/2023
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2023
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	8	08/15/2023
Taser 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	17	08/15/2023
Taser 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	3	08/15/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	20	08/15/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	4	08/15/2023
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2023
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
Taser 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	08/15/2023
Taser 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2023
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2023
A la Carte	100611	TASER 10 SAFARILAND HOLSTER, RH	5	08/15/2023
A la Carte	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	08/15/2023
A la Carte	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	08/15/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	08/15/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	08/15/2023
A la Carte	75015	SIGNAL SIDEARM KIT	63	08/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2024

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	65	02/15/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	02/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2027
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	65	08/15/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	08/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	63	09/15/2023	09/14/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	63	09/15/2023	09/14/2028
T10 CERTIFICATION ADD-ON BUNDLE	20248	TASER 7 EVIDENCE.COM LICENSE	30	09/15/2023	09/14/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	20	09/15/2023	09/14/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	09/15/2023	09/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	63	09/15/2023	09/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	63	09/15/2023	09/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	09/15/2023	09/14/2028

Services

Bundle	Item	Description	QTY
T10 CERTIFICATION ADD-ON BUNDLE	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	30
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	20
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	63	08/15/2024	09/14/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	2	08/15/2024	09/14/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/15/2024	09/14/2028
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	20	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2024	09/14/2028

Payment Details

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$73.85	\$0.00	\$73.85
Year 1	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$339.72	\$0.00	\$339.72
Year 1	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$29.54	\$0.00	\$29.54
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$23.27	\$0.00	\$23.27
Year 1	73478	REDACTION ASSISTANT USER LICENSE	63	\$6,811.41	\$0.00	\$6,811.41
Year 1	73682	AUTO TAGGING LICENSE	63	\$6,811.41	\$0.00	\$6,811.41
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,256.20	\$0.00	\$1,256.20
Year 1	75015	SIGNAL SIDEARM KIT	63	\$2,896.24	\$0.00	\$2,896.24
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$553.88	\$0.00	\$553.88
Year 1	85055	AXON FULL SERVICE	1	\$4,507.66	\$0.00	\$4,507.66
Year 1	AB3C	AB3 Camera Bundle	63	\$8,712.00	\$0.00	\$8,712.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,420.69	\$0.00	\$2,420.69
Year 1	BWCUwTAP	BWC Unlimited with TAP	63	\$55,782.38	\$0.00	\$55,782.38
Year 1	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$8,999.53	\$0.00	\$8,999.53
Year 1	T10Cert	Taser 10 Certification Bundle	20	\$15,435.57	\$0.00	\$15,435.57
Total				\$114,653.35	\$0.00	\$114,653.35

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$76.80	\$0.00	\$76.80
Year 2	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$353.30	\$0.00	\$353.30
Year 2	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$30.72	\$0.00	\$30.72
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$24.19	\$0.00	\$24.19
Year 2	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,083.87	\$0.00	\$7,083.87
Year 2	73682	AUTO TAGGING LICENSE	63	\$7,083.87	\$0.00	\$7,083.87
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,306.45	\$0.00	\$1,306.45
Year 2	75015	SIGNAL SIDEARM KIT	63	\$3,012.10	\$0.00	\$3,012.10
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$576.04	\$0.00	\$576.04
Year 2	85055	AXON FULL SERVICE	1	\$4,687.98	\$0.00	\$4,687.98
Year 2	AB3C	AB3 Camera Bundle	63	\$9,060.48	\$0.00	\$9,060.48
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,517.51	\$0.00	\$2,517.51
Year 2	BWCUwTAP	BWC Unlimited with TAP	63	\$58,013.68	\$0.00	\$58,013.68
Year 2	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$9,359.41	\$0.00	\$9,359.41
Year 2	T10Cert	Taser 10 Certification Bundle	20	\$16,052.99	\$0.00	\$16,052.99
Total				\$119,239.39	\$0.00	\$119,239.39

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$79.88	\$0.00	\$79.88
Year 3	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$367.43	\$0.00	\$367.43
Year 3	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$31.95	\$0.00	\$31.95
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$25.16	\$0.00	\$25.16
Year 3	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,367.22	\$0.00	\$7,367.22
Year 3	73682	AUTO TAGGING LICENSE	63	\$7,367.22	\$0.00	\$7,367.22
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,358.71	\$0.00	\$1,358.71
Year 3	75015	SIGNAL SIDEARM KIT	63	\$3,132.58	\$0.00	\$3,132.58
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.08	\$0.00	\$599.08
Year 3	85055	AXON FULL SERVICE	1	\$4,875.50	\$0.00	\$4,875.50
Year 3	AB3C	AB3 Camera Bundle	63	\$9,422.90	\$0.00	\$9,422.90
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,618.21	\$0.00	\$2,618.21
Year 3	BWCUwTAP	BWC Unlimited with TAP	63	\$60,334.22	\$0.00	\$60,334.22
Year 3	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$9,733.83	\$0.00	\$9,733.83
Year 3	T10Cert	Taser 10 Certification Bundle	20	\$16,695.08	\$0.00	\$16,695.08
Total				\$124,008.97	\$0.00	\$124,008.97

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$83.07	\$0.00	\$83.07
Year 4	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$382.13	\$0.00	\$382.13
Year 4	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$33.23	\$0.00	\$33.23
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$26.17	\$0.00	\$26.17
Year 4	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,661.91	\$0.00	\$7,661.91
Year 4	73682	AUTO TAGGING LICENSE	63	\$7,661.91	\$0.00	\$7,661.91
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,413.06	\$0.00	\$1,413.06
Year 4	75015	SIGNAL SIDEARM KIT	63	\$3,257.88	\$0.00	\$3,257.88
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$623.04	\$0.00	\$623.04
Year 4	85055	AXON FULL SERVICE	1	\$5,070.52	\$0.00	\$5,070.52
Year 4	AB3C	AB3 Camera Bundle	63	\$9,799.81	\$0.00	\$9,799.81
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,722.94	\$0.00	\$2,722.94
Year 4	BWCUwTAP	BWC Unlimited with TAP	63	\$62,747.60	\$0.00	\$62,747.60
Year 4	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$10,123.16	\$0.00	\$10,123.16
Year 4	T10Cert	Taser 10 Certification Bundle	20	\$17,362.96	\$0.00	\$17,362.96
Total				\$128,969.39	\$0.00	\$128,969.39

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$86.40	\$0.00	\$86.40
Year 5	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$397.42	\$0.00	\$397.42
Year 5	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$34.56	\$0.00	\$34.56
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$27.21	\$0.00	\$27.21

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,968.39	\$0.00	\$7,968.39
Year 5	73682	AUTO TAGGING LICENSE	63	\$7,968.39	\$0.00	\$7,968.39
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,469.58	\$0.00	\$1,469.58
Year 5	75015	SIGNAL SIDEARM KIT	63	\$3,388.20	\$0.00	\$3,388.20
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$647.96	\$0.00	\$647.96
Year 5	85055	AXON FULL SERVICE	1	\$5,273.34	\$0.00	\$5,273.34
Year 5	AB3C	AB3 Camera Bundle	63	\$10,191.81	\$0.00	\$10,191.81
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,831.85	\$0.00	\$2,831.85
Year 5	BWCuTAP	BWC Unlimited with TAP	63	\$65,257.52	\$0.00	\$65,257.52
Year 5	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$10,528.07	\$0.00	\$10,528.07
Year 5	T10Cert	Taser 10 Certification Bundle	20	\$18,057.40	\$0.00	\$18,057.40
Total				\$134,128.10	\$0.00	\$134,128.10

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

Contract Sourcewell Contracts #010720-AXN and #092722-AXN are incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

As a part of this agreement, Axon will be buying back 37 tasers from Bartlett PD at \$200 per handle.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

6/13/2023





**CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM**

Supplier Name: Axon, Inc.

Sourcewell Contract Number: #092722-AXN (Contract)

Instructions

A request for product or service changes, additions, or deletions to the Contract will be considered at any time throughout the Contract term. All modifications must be within the scope of the original RFP and be in the best interests of Sourcewell and Sourcewell Participating Entities. If approved, the request will be incorporated into the above-referenced contract; however, no changes will be binding unless the request is approved by the Manager of Supplier Development and this request is signed by Sourcewell's Chief Procurement Officer.

Additions: New products and related services may be added to the contract if they are within the scope of the original RFP.

Deletions: Products and related services may be deleted from the contract if they are no longer available.

Price increases: Price increase requests must provide sufficient justification for the change (e.g., recently imposed tariffs or significant petroleum cost increases), not merely generalized statements requesting the increase.

Price decreases: Price decreases are accepted at any time.

Submit this request to the assigned Sourcewell Supplier Development Administrator.

Request

Check all that apply

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease
- Other

Detailed Justification for Changes

1. *Changed Product List*

List the products and/or services that are changing from the previous contract price list, along with the percentage change for each item or category. Attach a separate sheet if a large number of changes are included in this request.

Pricelist attached in Appendix A - 2023 Axon Pricebook Sourcewell CEW inclusive of USD and CAD pricing.

2. *Justification for Changes*

Provide justification and documentation explaining the requested changes (e.g., add a product because of technology advances in new model of equipment, increased raw material costs, add a Hot List of products). Include the percentage range of increase.

Product additions to compliment our current suite of existing products. Adding Taser 10, new Taser technology released at the end of January 2023.

3. *Product additions only*

Describe how the product additions fit within the scope of the original RFP.

Expansion of our current product offerings and features. New and improved Taser technology and product integrations. New and improved training related to Taser technology.

4. *Price changes or product/service additions only*

State how the requested pricing is consistent with current Sourcewell contract pricing.

Price increases are reflective of increased component and manufacturing costs and is in line with regular inflation.

Complete Restatement of Pricing Submitted

I understand that a complete restatement of pricing must be attached with this request or it will not be processed.

Approvals

Supplier Offer:

This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

By: Robert E Driscoll 2/20/2023 | 9:13 AM MST
Supplier Authorized Signature Date

Robert E Driscoll VP, Assoc. General Counsel
Print Name and Title of Authorized Signer

Sourcewell Acceptance:

Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

By: Jeremy Schwartz 2/23/2023 | 7:41 PM CST
Jeremy Schwartz Date
Sourcewell Chief Procurement Officer



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Axon Enterprise Inc.**, 17800 N. 85th St., Scottsdale, AZ 85255 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

DocuSigned by:
By: Matt Morstad
BB264760BE634B7...

Matt Morstad
Title: VP of Sales Operations

Date: 2/25/2020 | 5:19 PM CST

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Chad Coquette
Title: Executive Director/CEO

Date: 2/19/2020 | 8:03 PM CST