



## **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. 85<sup>th</sup> 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

**AMENDMENT #1  
TO  
CONTRACT #010720-AXN**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, to Sourcewell and its Participating Entities, effective February 25, 2020, through February 21, 2025 (Contract).

Supplier has updated its administrative fee terms, found in Line Item 64 under "Table 13: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Supplier will pay to Sourcewell an administrative fee of 1.05% on all Equipment, Products and Services provided to Participating Entities. For the purpose of calculating the fee, this fee change is effective for all sales made July 1, 2023, onward.

Except as amended above, the Original Agreement remains in full force and effect.

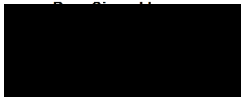
**Sourcewell**

DocuSigned by:  


\_\_\_\_\_  
Jeremy Schwartz, Director of Operations/CPO

Date: 7/14/2023 | 9:00 AM CDT

Approved:



\_\_\_\_\_  
Chad Coauette, Executive Director/CEO

Date: 7/14/2023 | 10:42 AM CDT

**Axon Enterprise Inc.**

DocuSigned by:  


\_\_\_\_\_  
Robert E. Driscoll, Jr.

Title: VP, Associate General Counsel

Date: 7/14/2023 | 8:20 AM MST

## Letter of Agreement To Extend the Contract

Between

**Axon Enterprise Inc.**  
**17800 N. 85<sup>th</sup> St.**  
**Scottsdale, AZ 85255**

And

**Sourcewell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #010720-AXN) for the procurement of Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. This Agreement has an expiration date of February 21, 2024, but the parties may extend the Agreement for one additional year by mutual consent.

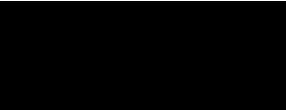
The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on February 21, 2025. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by  


By: \_\_\_\_\_, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz** \_\_\_\_\_

Date 11/3/2022 | 10:43 AM CDT

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By: \_\_\_\_\_, Its: VP, Associate General Counsel

Name printed or typed: **Robert E. Driscoll, Jr.** \_\_\_\_\_

Date 11/3/2022 | 10:38 AM MST