



HILLSBOROUGH COUNTY AVIATION AUTHORITY

SUPPLEMENTAL CONTRACT FOR PUBLIC SAFETY VIDEO
SURVEILLANCE SOLUTIONS WITH RELATED EQUIPMENT,
SOFTWARE AND ACCESSORIES

Parties And Addresses:

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
SUPPLEMENTAL CONTRACT FOR PUBLIC SAFETY VIDEO SURVEILLANCE
SOLUTIONS WITH RELATED EQUIPMENT, SOFTWARE AND ACCESSORIES

1.	INTRODUCTION
2.	DEFINITIONS
3.	SCOPE OF SERVICES.....
4.	TERM
5.	FEES AND PAYMENTS
6.	TAXES.....
7.	OWNERSHIP OF DOCUMENTS
8.	QUALITY ASSURANCE
9.	NON-EXCLUSIVE
10.	INDEMNIFICATION
11.	ACCOUNTING RECORDS/AUDIT REQUIREMENTS.....
12.	INSURANCE.....
13.	NON-DISCRIMINATION
14.	AUTHORITY APPROVALS.....
15.	DATA SECURITY
16.	USE OF ARTIFICIAL INTELLIGENCE
17.	VPN ACCESS.....
18.	DISPUTE RESOLUTION
19.	NON-EXCLUSIVE RIGHTS.....
20.	LAWS, REGULATIONS, ORDINANCES, AND RULES
21.	COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW
22.	CONTRACT MADE IN FLORIDA.....
23.	NOTICES AND COMMUNICATIONS.....
24.	SUBORDINATION OF CONTRACT
25.	SUBORDINATION TO TRUST AGREEMENT
26.	ASSIGNMENT AND SUBCONTRACTING.....
27.	APPLICABLE LAW AND VENUE.....
28.	SCRUTINIZED COMPANIES.....
29.	ANTI-HUMAN TRAFFICKING LAWS
30.	RELATIONSHIP OF PARTIES.....
31.	RIGHT TO AMEND.....
32.	TIME IS OF THE ESSENCE
33.	NON-DISCLOSURE
34.	WAIVERS.....
35.	TENANCY
36.	AMERICANS WITH DISABILITIES ACT
37.	E-VERIFY REQUIREMENT
38.	AGENT FOR SERVICE OF PROCESS
39.	INVALIDITY OF CLAUSES

40. SEVERABILITY.....

41. HEADINGS.....

42. PUBLIC ENTITY CRIME

43. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

44. CONTRACT CHANGES

45. COMPLETE CONTRACT

Exhibits:

- A - Sourcewell Contract No. 101223-AXN
- B - Scrutinized Company Certification
- C - Affidavit of Compliance with Anti-Human Trafficking Laws
- D - Authority Policy P412 - Travel, Business Development, and Working Meals Expenses

1. INTRODUCTION

This Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories utilizing Sourcewell Contract No. 101223-AXN (Supplemental Contract) is made and entered into this 3rd day of April 2025 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Axon Enterprise, Inc., an Arizona corporation, authorized to do business in the State of Florida, (Company), (collectively hereinafter referred to as the Parties).

The terms and conditions contained in Sourcewell Contract No. 011223-AXN (Sourcewell Contract), which is attached hereto as Exhibit A, are hereby incorporated in and made a part of this Supplemental Contract. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the Sourcewell Contract, this Supplemental Contract shall control.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

2. DEFINITIONS

The following terms will have the meanings as set forth below:

2.1 Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

2.2 After Action Review (AAR)

A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Software Errors that develop but instead requires finding a way to prevent such Software Errors from occurring again.

2.3 Airport

Tampa International Airport.

2.4 Authority Data

All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Company, otherwise received by Company, or generated by Authority or Company for purposes relating to this Supplemental Contract, including related metadata.

2.5 Board

The Hillsborough County Aviation Authority Board of Directors.

2.6 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.7 CJIS

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

Criminal Justice Information Services.

2.8 Confidential Information

Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and Systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret.

2.9 Data Breach

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

2.10 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an error correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the Software.

2.11 Exhibits

Exhibits are attached to this Supplemental Contract and are hereby incorporated and made a part of this Supplemental Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Supplemental Contract.

2.12 Information Technology (IT) Infrastructure

Hardware, Software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

2.13 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Authority systems.

2.14 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

2.15 Release

New versions of the Software, which may include both Software Error corrections and Enhancements.

2.16 Quote

The order form used by the Authority and Company in accordance with Section 3.1, A.

2.17 Services

The services as detailed in Exhibit A, Sourcewell Contract No. 101223-AXN, on an as-needed basis, including, but not limited to, public safety video surveillance solutions with related equipment, Software, and accessories.

2.18 Software

Collectively or individually the computer programs licensed under this Supplemental Contract, including, without limitation, the programs for each subsystem.

2.19 Software Error

Any failure of the Software to substantially conform to the applicable technical specifications. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with hardware or Software not supplied or identified as compatible by Company, shall not be considered a Software Error.

2.20 System

Each of the applications described in the Quote, including equipment, other hardware, and Software. In most cases, the System Software will share equipment.

2.21 Term

April 3, 2025 through December 15, 2027, not including renewal options.

2.22 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.23 Upgrades

A new version of Software that generally adds features, new functionality, new certifications, and/or that generally increases capacity of the Software to process information. Upgrades include, but are not limited to, Releases, which may include both Software Error and Enhancements.

2.24 Vice President of Communications

Authority contract person responsible for the Authority Communications Department.

2.25 Vice President of Information Technology

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories
Hillsborough County Aviation Authority
Axon Enterprise, Inc.

Authority contract person responsible for the Authority Information Technology Services Department.

2.26 Vice President of Public Safety and Security

Authority contract person responsible for the Authority Public Safety and Security Department.

3. SCOPE OF SERVICES

3.1 Scope of Services

The Authority will request a Quote from the Company, on an as-needed basis, for the Services requested. Upon approval of the Quote, Company agrees to provide the Services as outlined in this Supplemental Contract or as approved in the Quote.

- A. Without invalidating this Supplemental Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized and may purchase additional public safety video surveillance solutions and related equipment, software and accessories by execution of the Quote.
- B. Company will only begin Services upon execution of the Quote by Company and Authority. All such Services will be executed under the applicable conditions of this Supplemental Contract. No Services will be paid for unless included in the Quote.
- C. Upon execution of the Quote, the Authority will issue a Purchase Order to Company. The Authority's Vice President of Public Safety and Security or Authority's Vice President of Information Technology will have the authority to execute any Quote on behalf of the Authority consistent with the terms of this Supplemental Contract.
- D. Any Quote issued during the effective period of this Supplemental Contract and not completed within that period shall be completed by the Company within the time specified in the Quote. This Supplemental Contract shall govern the Company's and Authority's rights and obligations with respect to a Quote to the same extent as if a Quote were completed during the Supplemental Contract effective period.
- E. No changes in the Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Quote.
- F. Any amendment to the Sourcewell Contract will be automatically incorporated into this Supplemental Contract.

4. TERM

4.1 Effective Date

This Supplemental Contract will become effective upon execution by Company and approval and execution by Authority. This Supplemental Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

4.2 Term

The Term of this Supplemental Contract commences on April 3, 2025 and will continue through December 15, 2027 unless terminated earlier as provided herein.

4.3 Renewal Options

This Supplemental Contract may be renewed at the same terms and conditions hereunder for three (3), one (1) year periods at the discretion of the CEO. Such renewals will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Supplemental Contract will have a final termination date of December 15, 2030.

4.4 Early Termination

Either Party may terminate this Supplemental Contract, without cause, by giving thirty (30) days written notice to the other Party. However, Company may not cancel this Supplemental Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Supplemental Contract or any renewal options.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

The total amount payable under this Supplemental Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

5.2 Payment

Authority will pay Company as specified under an executed Quote as agreed to by Company and Authority. Any travel costs preapproved by Authority will be paid in accordance with Exhibit D, Authority Policy P412 - Travel, Business Development, and Working Meals Expenses.

5.3 Invoices

Invoices required by this Supplemental Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

5.4 Payment Method

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories
Hillsborough County Aviation Authority
Axon Enterprise, Inc.

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes, including net terms, is available on Authority website at www.TampaAirport.com

> Business & Community > Business Opportunities > Supplier Resources > Working with Procurement > Supplier Resources and Training > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Supplemental Contract or any renewal options in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

5.5 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Supplemental Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All Services performed prior to the effective date of termination;
- B. Expenses incurred by Company in effecting the termination of this Supplemental Contract as approved in advance in writing by Authority; and
- C. The fees as described in Section 16.3 of Exhibit A.

5.6 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within thirty (30) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Supplemental Contract.

6. TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Supplemental Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and Federal sales, use and transportation taxes.

7. OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, made by Company or its employees solely and exclusively for Authority in the course of Services to Authority will be and remain the property of Authority.

8. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Supplemental Contract. All Services furnished by

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

Company, its employees and/or its subcontractors must be performed in accordance with industry standard, in a timely manner. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

9. NON-EXCLUSIVE

Company acknowledges that Authority has hired, or may hire, others to perform Services similar to or the same as those within Company's Services under this Supplemental Contract. Company further acknowledges that this Supplemental Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

10. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Supplemental Contract, the Company will indemnify, defend, and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) resulting from a third-party claim and caused in whole or in part by the Company's:

1. negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular; and/or
3. infringement of any patent, copyright, trademark, trade dress or trade secret rights.

Company's infringement indemnification obligations do not apply to claims based on (a) modification of Company products by any party not approved by Company; (b) use of Company products in combination with hardware or Services not approved by Company; (c) use of Company products other than as permitted in this Supplemental Contract; or (d) use of Company products that is not the most current Software Release provided by Company.

B. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Supplemental Contract, the Company will indemnify, defend, and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) resulting from a first-party product liability claim.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority
Axon Enterprise, Inc.

the performance of this Supplemental Contract that are the result of third-party claims.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Supplemental Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Supplemental Contract, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Supplemental Contract.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Supplemental Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Supplemental Contract. This indemnification in this paragraph shall survive the termination of this Supplemental Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

11. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

11.1 Books and Records

In connection with payments to Company under this Supplemental Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP).

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

Company will maintain such books and records for five years after the end of the Term of this Supplemental Contract. Records include, but are not limited to, books, documents, papers, records, research, and any and all Quotes related to this Supplemental Contract. Company will not destroy any records related to this Supplemental Contract without the express written permission of the Authority.

11.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Supplemental Contract or within three years after the end of this Supplemental Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Supplemental Contract or over selected operations performed by Company under this Supplemental Contract for the purpose of determining compliance with this Supplemental Contract.

Access will be granted to all of Company's records directly pertinent to this Supplemental Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Supplemental Contract or any work order. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. Company will be in material breach of this Supplemental Contract if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly related to performance of this Agreement as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Authority's staff for any Services included or not included in this Supplemental Contract do not act as a waiver or limitation of the Auditor's right to perform engagements. To the extent allowed by law or contract, the Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or

attestation engagement related to this Supplemental Contract and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Supplemental Contract.

12. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Supplemental Contract. In the event the Company becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

12.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Supplemental Contract.

12.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, the Company under this Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Supplemental Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	<u>Supplemental Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

12.3 Workers' Compensation and Employer's Liability Insurance

“The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301, and §331.22.”

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

12.4 Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Supplemental Contract are:

Each Occurrence – Bodily Injury and Property \$1,000,000
Damage Combined

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301, and §331.22.”

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“The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301, and §331.22.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.7 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Supplemental Contract, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

12.8 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

12.9 Customer Claims, Issues, or Complaints

All Authority claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat against Company will be promptly handled, addressed and resolved by the Company.

The Company will track all Authority claims, and shall report all issues, and complaints witnessed or caused by Company while onsite to Authority Enterprise Risk Management, as needed. The Company will provide an update of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

12.10 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Working with Procurement > Supplier Resources & Training > Insurance for Suppliers. If Authority materially changes the insurance requirements, and in Company’s opinion, the change is not commercially reasonable, Company may terminate this Supplemental Contract with thirty (30) days written

notice to Authority.

13. NON-DISCRIMINATION

During the performance of this Supplemental Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. Company will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Supplemental Contract.
- B. Nondiscrimination. Company, with regard to the work performed by it during this Supplemental Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

- expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company’s obligations under this Contract and the Nondiscrimination Acts and Authorities relative to race, color or national origin.
- D. Information and Reports. Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Company’s non-compliance with the non-discrimination provisions of this Contract, the Authority will impose such contract

sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Contract until Company complies, and/or (b) canceling, terminating or suspending this Contract, in whole or in part.

- F. Incorporation of Provisions. Company will include the provisions of Paragraphs A through E in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and/or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if the Company becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

14. AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Supplemental Contract, wherever in this Supplemental Contract approvals are required to be given or received by the Authority, it is understood that the CEO or a designee of the CEO is hereby empowered to act on behalf of the Authority.

15. DATA SECURITY

15.1 Authority Data

Company will not attempt to access, and will not allow its personnel access to, Authority Data or third-party data that is not required for the performance of the Services under this Supplemental Contract by such personnel.

Except as detailed in the Sourcewell Contract, Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to maintain the confidentiality and security of all Authority Data in connection with the performance of the Services.

Company maintains a security program for managing access to Authority Data – particularly HIPAA and CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. Company will work with the Authority to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

No unescorted access will be permitted logically or physically unless Company meets the Authority's CJIS security policy.

Without limiting Company's other obligations under this Supplemental Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all Personally Identifiable Information in-transit, in use, and at-rest.

Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing. In particular, Company must comply with applicable requirements listed in the CJIS Security Policy, Version 5.9.4 (or latest published version, pending periodic updates), as published by the FBI.

Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use. Company must not deviate from this encryption requirement without advance written Authority approval.

Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version Releases and operating System patching, as well as bug fixes.

Company understands and acknowledges that, to the extent that performance of its obligations under this Supplemental Contract involves or necessitates the processing of Personally Identifiable Information, Company will act only on instructions and directions from Authority. If Authority is required to provide or rectify information regarding an individual's Personally Identifiable Information, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable. Company must implement procedures to minimize the collection of Personally Identifiable Information.

15.2 No Malware/Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services

in any Authority Information Technology environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within forty-eight (48) hours, and (c) use reasonable efforts to correct and repair any damage to Authority Data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.

15.3 Data Protection Laws

Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Services.

15.4 Security Vulnerability Management

Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing Systems. This includes regular testing and a record of System remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of Systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed Systems or Systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

15.5 Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than forty-eight (48) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications prior written approval.

15.6 Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Company must fully cooperate with Authority and is solely responsible for:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Authority with an AAR including Root Cause Analysis of the Data Breach;
- C. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
- E. upon request, providing Authority with a corrective action plan to Authority; and
- F. providing notice to impacted parties.

The Authority and Company will collaboratively assess and determine whether an event constitutes an incident, and whether notification to law enforcement, regulatory agencies, or other relevant parties is warranted.

15.7 Incident Response Costs

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

15.8 Global Positioning System (GPS)

Company will list any dependency on GPS technology or GPS technology incorporated in their product.

16. USE OF ARTIFICIAL INTELLIGENCE

- A. Artificial Intelligence (AI) means any machine-based system that can, for a given set of human-defined objectives, emulate the structure and characteristics of input data in order to generate derived synthetic content including writings, photographs, recordings, images, videos, audio, text, and other digital content.
- B. Any use of AI including, but not limited to generative AI, via platforms, tools, and Software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.
- C. To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations. Company does not train using Authority Data. Authority language models are trained on ethically sourced data. Whenever there is an improvement in the Authority language models, Company will release the latest model to the Authority, ensuring the Authority always has access to the most robust and vetted outputs from the model. Authority has the option to provide feedback after using DraftOne by rating it on a scale of 1-5 stars and can provide feedback.

- D. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Company shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.
- E. Company's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Authority Data to be used;
 - 2. The purpose and intended use of the AI;
 - 3. The potential benefits and risks associated with using the AI;
 - 4. The measures in place to ensure data security and confidentiality;
 - 5. The mechanisms in place for ensuring compliance with applicable laws including, but not limited to, data privacy and data protection laws; and
 - 6. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.

Company offers multiple products and services that utilize AI. If Authority decides to purchase AI product and services, Authority's purchase shall constitute an approval to use the AI.

- F. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
- G. To maintain the confidentiality of the Authority's Data, Company must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems unless approved by Authority. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Public Safety and Security if it is unsure whether it should input certain information.
- H. Company must implement robust security measures to protect the Authority's Information from unauthorized access, use or disclosure. This includes, but is not limited to, encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.
- I. The Company will provide the Authority with reports detailing any incidents of unauthorized access or breaches involving AI and Authority Data. J.
- J. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- K. Company is fully liable for any damages arising out of AI Hallucinations. As used herein, AI Hallucinations means generated data that is nonsensical, or false, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI training data. L. Upon termination of this

Supplemental Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases in accordance with the Sourcewell Contract.

M. Company AI Responsibilities.

Ethical AI Development. Company shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

Security Program. Company will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

Transparency. Company will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

Incident Response. Company will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

Compliance. Company will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

17. VPN ACCESS

17.1 Background Check Requirement

All necessary background checks shall be conducted in accordance with the requirements of local, state, and federal laws and regulations.

17.2 Certification of Compliance

The Company shall provide the Authority a written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Company, verifying compliance with the background check requirements outlined in this Supplemental Contract.

17.3 Right to Audit

The Authority reserves the right to audit the Company's background check processes and records to ensure compliance with this Supplemental Contract. Such audits may be conducted upon reasonable notice and during Authority business hours.

17.4 Immediate Termination

The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Company Personnel who are found to have disqualifying offenses. as stated in Airport Security 49 CFR 1542, or if the Company fails to comply with these background check requirements.

18. DISPUTE RESOLUTION

18.1 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Supplemental Contract, payment of money, extension of time, or other relief with respect to the terms of this Supplemental Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Supplemental Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Supplemental Contract time is due to Company for work not clearly provided for in this Supplemental Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Supplemental Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within thirty (30) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Supplemental Contract time is based has been completed, Company will, within thirty (30) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Supplemental Contract and maintain effective progress to complete the work within the time(s) set forth in this Supplemental Contract.
- F. The making of final payment for this Supplemental Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Supplemental Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Supplemental Contract;
 - 3. Terms of special warranties required by this Supplemental Contract; and
 - 4. Latent defects.

18.2 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Supplemental Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

19. NON-EXCLUSIVE RIGHTS

This Supplemental Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

20. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 30 days from the date of written notice from Authority.

**21. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW
IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUPPLEMENTAL
CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM,
HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287,
TAMPA FL 33622.**

The Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Supplemental Contract.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of this Supplemental Contract and following completion of the Term of this Supplemental Contract.
- D. Upon completion of the Term of this Supplemental Contract, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

22. CONTRACT MADE IN FLORIDA

This Supplemental Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Supplemental Contract are expressly set forth herein and this Supplemental Contract can only be amended in writing and agreed to by both Parties.

23. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

<u>TO AUTHORITY:</u> (MAIL DELIVERY)	OR (HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT P.O. BOX 22287 TAMPA, FLORIDA 33622-2287 ATTN: CHIEF EXECUTIVE OFFICER	HILLSBOROUGH COUNTY AVIATION AUTHORITY SKYCENTER ONE 5411 SKYCENTER DRIVE SUITE 500 TAMPA, FLORIDA 33607-1470 ATTN: CHIEF EXECUTIVE OFFICER

<u>TO COMPANY:</u> (MAIL DELIVERY)	OR (HAND DELIVERY)
AXON ENTERPRISE, INC. 17800N. 85TH STREET SCOTTSDALE, ARIZONA 85255 LEGAL@AXON.COM ATTN: LEGAL	SAME

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

24. SUBORDINATION OF CONTRACT

It is mutually understood and agreed that this Supplemental Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the

Secretary of Defense.

25. SUBORDINATION TO TRUST AGREEMENT

This Supplemental Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Supplemental Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

26. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Supplemental Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Supplemental Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Supplemental Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Supplemental Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

27. APPLICABLE LAW AND VENUE

This Supplemental Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Company hereby waives any claim against the Authority and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Supplemental Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Supplemental Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

28. SCRUTINIZED COMPANIES

Company is required to complete Exhibit B, Scrutinized Company Certification, at the time this Supplemental Contract is executed and to complete a new Exhibit B for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

29. ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit C, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Supplemental Contract is executed and to complete a new Exhibit C for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

30. RELATIONSHIP OF PARTIES

The Company is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and the Authority will in no way be responsible therefore.

31. RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Supplemental Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Supplemental Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

32. TIME IS OF THE ESSENCE

Time is of the essence of this Supplemental Contract.

33. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Supplemental Contract will not be disclosed by Company, whether or not provided before or after the date of this Supplemental Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Supplemental Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

affiliates or subsidiaries.

Company will prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any unauthorized disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Supplemental Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Supplemental Contract will survive the expiration or termination, as the case may be, of this Supplemental Contract and the obligation will last indefinitely.

34. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Supplemental Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Supplemental Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

35. TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto.

36. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act;

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

37. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

38. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Supplemental Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Supplemental Contract, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

39. INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract, and the remainder of this Supplemental Contract will be valid and enforced to the fullest extent permitted by law.

40. SEVERABILITY

If any provision in this Supplemental Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Supplemental Contract which are severable shall be unaffected.

41. HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Supplemental Contract. If for any reason there is a conflict between content and headings, the content will control.

42. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

43. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Supplemental Contract.

44. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Supplemental Contract:

- A. a change in the Scope of Services, if any;
- B. a change of the Supplemental Contract amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any;
- D. a change in Supplemental Contract time, if any; and
- E. changes to the terms and conditions of this Supplemental Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

44.1 Claim for Payment

Any claim for payment for changes in the Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of this Supplemental Contract, and Company will proceed promptly, unless otherwise provided in the change order,

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.

amendment or other written instrument.

44.2 Right to Carry Out the Services

The Company assures the Authority that it will correct any defaults to the Services in accordance with this Supplemental Contract within a thirty (30) day period after receipt of written notice from the Authority, without prejudice to any other remedies Authority may have.

45. COMPLETE CONTRACT

This Supplemental Contract represents the complete understanding between the Parties, and any prior contracts, agreements, or representations, whether written or verbal, are hereby superseded. This Supplemental Contract may subsequently be amended only by written instrument signed by the Parties hereto unless provided otherwise within the terms and conditions of this Supplemental Contract.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2025.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Axon Enterprise, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Axon Enterprise, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced



Solicitation Number: 101223

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 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier 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, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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); and
- 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier 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. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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), or equivalent. 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

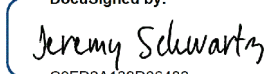
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

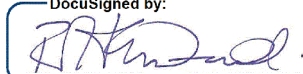
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Axon Enterprise, Inc.

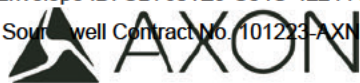
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By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

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By: 55DAEBB131A4424...
Robert Driscoll
Title: Vice President Legal, Associate General Counsel

Date: 2/6/2024 | 12:43 PM CST

Date: 2/6/2024 | 11:02 AM MST

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement for Agency

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement for Agency

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement for Agency

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Choose an item.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement for Agency

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Master Services and Purchasing Agreement for Agency

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
Dock configuration <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

- 3. Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with Axon Evidence and Dock access

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourwell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourwell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Release Date: 8/18/2023

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement for Agency

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Release Date: 8/18/2023

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Release Date: 8/18/2023

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement for Agency

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Release Date: 8/18/2023

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Master Services and Purchasing Agreement for Agency

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement for Agency

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Master Services and Purchasing Agreement for Agency

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement for Agency

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining Agency's Axon Evidence account
 Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
 Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing Agency's Axon usage and trends to peers to establish best practices
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 Proactively monitoring the health of Axon equipment
 Creating and monitoring RMAs on-site
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon's Device Management team
 Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourwell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

Account Maintenance

Conducting remote training on new features and devices for Agency's leadership
 Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
 Conducting weekly conference calls to cover current issues and program status
 Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
 Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
 Comparing an Agency's Axon usage and trends to peers to establish best practices
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
 Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Release Date: 8/18/2023

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Exhibit A, Sourwell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- 17. Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared.** Agency is responsible for:
- 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
- 19. Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. Agency Responsibilities.** Agency is responsible for:
- 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
- 21. Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

Title: Master Services and Purchasing Agreement between Axon and Agency

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Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Hillsborough County Aviation Authority

Axon Enterprise, Inc.



Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state: AZ
Address: 17800 N. 85th Street
Scottsdale, Arizona 85255
Contact: Sales Ops
Email: contracts@axon.com
Phone: 480-905-2000
Fax: 480-991-0791
HST#: 86-0741227

Submission Details

Created On: Wednesday August 30, 2023 10:37:47
Submitted On: Wednesday October 11, 2023 15:09:59
Submitted By: Sales Ops
Email: contracts@axon.com
Transaction #: af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address: 69.207.124.95

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: <ul style="list-style-type: none"> • Axon Enterprise Holding Company, LLC, organized in the United States • Viewu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311
6	Proposer website address (or addresses):	http://www.axon.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon.</p> <p>Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing.</p> <p>All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are:</p> <p>BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.</p> <p>AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.</p> <p>WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.</p> <p>OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.</p> <p>JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.</p> <p>EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.</p>
<p>12</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Axon is a public company and our latest annual report (2022) is attached.</p> <p>Expected annual revenue for 2023 is approximately \$1.5B USD.</p> <p>Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base.</p> <p>Further information can be obtained at: https://investor.axon.com/.</p>
<p>13</p>	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.</p> <p>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.</p>

<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.</p> <p>Canada is not separately tracked, but generally mirrors the US.</p> <p>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.</p>
<p>15</p>	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Axon has never petitioned for bankruptcy protection.</p>
<p>16</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) N/A</p> <p>b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products</p>

<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence.</p> <ul style="list-style-type: none"> • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. <p>Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.</p> <p>AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards.</p> <ul style="list-style-type: none"> • UL1642 • UL2054 • IEC 62133 AXON <p>FLEET</p> <ul style="list-style-type: none"> • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. <p>QUALITY ACCREDITATIONS MANUFACTURING</p> <ul style="list-style-type: none"> • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental <p>INFORMATION SECURITY</p> <ul style="list-style-type: none"> • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Axon has not been suspended or disbarred in the past ten years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.
20	What percentage of your sales are to the governmental sector in the past three years	50%
21	What percentage of your sales are to the education sector in the past three years	4%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> Sourcewell Contract #010720 AXN: \$775M+ Texas BuyBoard 603-20 (CEW only): \$15M+ City of Charlotte CCPA Contract 2022000665: \$25M+ League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+ New York State Police Contract No. PA01857: \$595K+ State of Arizona No. BPM002192/CTR049284-1: \$10M+ State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+ State of Kansas Contract No. 42523: \$4M+ State of Michigan Contract No. 071B4300067: \$4M+ State of Minnesota Contract 199111: \$1M+ State of New Jersey T0106/17-FLEET-00738: \$95M+ State of Oregon CEW Contract No. 8913: \$400K+ State of Pennsylvania Contract No. 4400019257: \$18M+ Washington State DES Contract No. 04220 for CEW: \$960K+ <p>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Burbank Police Department, California	Jason Miller	1-818-238-5096
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately \$200K - \$66M	Approximately \$68M+
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately \$50K - \$17M	Approximately \$22M+
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately \$1M - \$3M	Approximately \$17M+
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately \$100K - \$13M	Approximately \$15M+
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately \$19K - \$12M	Approximately \$14M+

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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<p>26</p>	<p>Exhibit A - Sourcewell Contract No. 101223-AXN Sales force.</p>	<p>Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada.</p> <p>Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction.</p> <p>Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed.</p> <p>All sales representatives have access to the Sourcewell contract via our Salesforce system.</p> <p>Our hiring process is designed to find the highest caliber employees to help us achieve our mission.</p> <p>We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement.</p> <p>Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews.</p> <p>During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf.</p> <p>If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon).</p> <p>If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement.</p> <p>The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.</p>
<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.</p>

<p>28</p>	<p>Exhibit A - Sourcewell Contract No. 101223-AXN Service force.</p>	<p>Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support.</p> <p>Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices.</p> <p>REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.</p> <p>CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products.</p> <p>The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce.</p> <p>Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com.</p> <p>Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem.</p> <p>Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity.</p> <p>The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS <ul style="list-style-type: none"> • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT <ul style="list-style-type: none"> • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT <ul style="list-style-type: none"> • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. <p>The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.</p> <p>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.</p> </p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>There are no restricted areas in the United States or Canada for the proposed contract.</p>
<p>34</p>	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	<p>Axon will serve any participating sectors for the proposed contract.</p>
<p>35</p>	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As a current Sourcwell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism.</p> <p>Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcwell.</p> <p>Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative.</p> <p>We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com).</p> <p>We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership.</p> <p>In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation.</p> <p>Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes.</p> <p>Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative.</p> <p>Because we already have a Sourcwell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders.</p> <p>The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency.</p> <p>We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices.</p> <p>After the order is placed, it is processed as any other order would.</p> <p>The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.</p>

Table 8: Value-Added Attributes

Exhibit A - Sourcewell Contract No. 101223-AXN Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is a standard part of all Axon programs and is included in the base cost of the program.</p> <p>Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.</p> <p>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.</p> <p>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.</p> <p>Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.</p> <p>Additional curriculum and support materials include, but are not limited to:</p> <ul style="list-style-type: none"> Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans <p>Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified.</p> <p>This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.</p> <p>System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.</p> <p>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.</p> <p>Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.</p> <p>Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes:</p> <ul style="list-style-type: none"> One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. <p>The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.</p> <p>Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.</p> <p>While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers.</p> <p>Additional Training Resources and Continued Learning</p>

Exhibit A - Sour well Contract No. 101223-AXN

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

41 Describe any technological advances that your proposed products or services offer.

Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.

This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.

A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.

A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.

These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.

ALPR
INTEGRATED ALPR OVERVIEW
 Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities.

Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR.

There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes.

HOTLISTS
 The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories:

- A list of license plates or vehicles known to be stolen
- A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc.
- A list of license plates or vehicles with administrative issues such as unpaid vehicle

Exhibit A - Sourcewell Contract No. 101223-AXN

registration, unpaid traffic fines, etc.

Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION

Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.

The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).

Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS

Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.

Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.

Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.

Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS

Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.

Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION

Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

<p>42</p> <p>Exhibit A - Sourcewell Contract No. 101223-AXN</p> <p>Describe any green initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>		<p>We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001.</p> <p>Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors.</p> <p>Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible.</p> <p>Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity.</p> <p>5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible.</p> <p>Examples are:</p> <ul style="list-style-type: none"> • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy <p>In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable.</p> <ul style="list-style-type: none"> • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, 'bulk packaging' was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to
<p>43</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Axon is certified to ISO 14001.</p> <p>Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.</p>
<p>44</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Axon does not hold any WMBE, SBE, or veteran-owned business certifications.</p>

Exhibit A - Sourcewell Contract No. 101223-AXN

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe.

Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include:

- London Metropolitan Police Service, London UK
- Los Angeles, CA Police Department
- Calgary Police Service, AB
- Charlotte-Mecklenburg, NC Police Department
- Fort Worth, TX Police Department
- Dallas, TX Police Department
- San Diego, CA Police Department
- Baltimore City, MD Police Department
- Baltimore County, MD Police Department
- Memphis, TN Police Department
- Washington, DC Metropolitan Police Department
- Denver, CO Police Department
- Cincinnati, OH Police Department
- Atlanta, GA Police Department

Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions.

As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations.

- The International Association of Chief of Police (IACP)
- The Major City Sheriff's Association (MCSA)
- The National Organization of Black Law Enforcement Executives (NOBLE)
- The FBI National Academy Associates (FBINAA)

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support.

Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes:

- Notifying customers of important firmware and hardware updates, identifying bugs, and addressing general issues
- Fulfilling hardware refreshes and deployment of new equipment
- Conducting Quarterly Business Reviews with customers
- Identifying important customer feature requests

Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Axon generally sells at the sourced party's MSRP. Discounts may be applied on a case-by-case basis.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in.</p> <p>A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly.</p> <p>Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for.</p> <p>The collected information is used to calculate the administrative fees owed to Sourcewell.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Axon will track the following internal metrics to measure success with the contract:</p> <ul style="list-style-type: none"> • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Axon proposes 1.05% on all equipment, products and services to all participating entities.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments.</p> <p>Capturing Evidence Axon Body 4</p> <p>The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both.</p> <p>Camera Features and benefits</p> <p>A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.</p> <p>A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage.</p> <p>A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files</p> <p>A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to</p>

leave the vehicle at a moment's notice.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3

The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.

AB3 Features and benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as TASER being armed.

A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.

A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR

Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.

Features and Benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.

CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.

BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.

A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs. VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm

Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+

Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.

This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.

Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ -law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.

A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.

A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.

These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+

Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room

Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.

Axon Device Manager

The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence

Axon Evidence

Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.

Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.

Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.

Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage

Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.

Third-party video support

The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.

Auto-transcribe

Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence's audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.

Auto-tagging

The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records

Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons. Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence. With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records' reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate

Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project. Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance**Axon Performance**

Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance. Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.

While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.

As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.

Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.

Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards

Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.

With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90

My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:

- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training**Axon Virtual Reality**

Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.

Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.

The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

<p>Exhibit A - Sourcewell Contract No. 101223-AXN Within this RFP Category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>For video surveillance, our products generally fall into the categories of:</p> <ul style="list-style-type: none"> - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached.</p> <p>The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second.</p> <p>Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts.</p> <p>Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.</p> <p>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.</p>
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two</p>

Exhibit A - Sourcewell Contract No. 101223-AXN

cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include:

- Overt and Covert Cameras
- Covert Camera Enclosures
- Microphones
- Physical or Virtual Recording Servers
- Touch Panels
- Software application for workstations
- POE Switches
- Point-to-zoom cameras
- In-room remote viewing indicator lights
- Motion-detector camera activation
- Button-Push / Toggle switch camera activation

Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected.

Features and benefits

- REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud
- A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording
- A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage

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<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>Video capable threat and weapons detection.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.</p>
<p>74</p>	<p>Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors.</p> <p>Certain Axon Interview cameras can be configured to activate based on motion.</p>

<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence.</p> <p>Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.</p> <p>Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence.</p> <p>Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.</p> <p>Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.</p>
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<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>AXN the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>Docking stations</p> <p>The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications.</p> <p>Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock.</p> <p>Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC.</p> <p>Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible.</p> <p>Mounts</p> <p>The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With</p>
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			<p>either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.</p> <p>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.</p> <p>Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective.</p> <p>When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu.</p> <p>Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.</p>
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems.</p> <p>Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and</p>

support experience.

With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.

By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.

Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.

When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.

Our programs typically include items required to:

- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.

- Create your initial configuration in Axon Evidence;
- Train your administrators;
- Install your in-car cameras and,
- Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.

These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.

- POLICY MAKERS** – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.
- FIELD TRAINING OFFICERS** – Officers who represent the end users of the devices.
- EVIDENCE CUSTODIANS** –

Including those who will be responsible for digital evidence sharing is key.

LEGAL REPRESENTATIVES –
Including members of the larger legal community can assist with community alignment and buy-in.

Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.

First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.

When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.

While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.

This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.

These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.

For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.

Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may

classify evidence as "Evidence Type" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.

Training

Training Overview

Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.

We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.

Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.

Training Materials

Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence

Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.

Additional curriculum and support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

Key User Training (Train the Trainer)

End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.

Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.

Axon Evidence User Training

If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.

Recommended Class Structure / Training Plan

Under this project, Axon will provide the following training classes:

- One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.
- One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation

Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.

Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.

During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.

Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.

The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.

The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support

In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.

We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.

We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.

Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.

As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.

24/7/365 Technical Support

Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

Exhibit A - Sourcewell Contract No. 101223-AXN

troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJ. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement.

RMA Process
If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe the security features of your proposed solutions in relation to data security.	<p>Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).</p> <p>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.</p> <p>Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met.</p> <p>All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.</p> <p>The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution.</p> <p>Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include:</p> <ul style="list-style-type: none"> ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud

CALEA Standard 17.5.4 Compliant

HIPAA and HITECH

AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)

Cloud Security Alliance - CSA STAR Attestation (Level Two)

Cloud Security Alliance - CSA STAR Self-Assessment (Level One)

Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview

Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.

Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.

Physical Security

SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.

EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.

Software/Firmware Security

NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).

ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;

SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;

SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer

The Secure Upload Process

Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.

During offload from the camera to Axon Evidence:

1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera. If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.

Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

<p>Exhibit A - Sourcewell Contract No. 101223-AXN Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.</p>	<p>As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms.</p> <p>Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements.</p> <p>With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system.</p> <p>To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click.</p> <p>Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues.</p> <p>Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.</p> <p>The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution).</p> <p>The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution).</p> <p>Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.</p> <p>Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.</p> <p>Please see the attached solution overview for more information.</p> <p>Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.</p>
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<p>Exhibit A - Sourcewell Contract No. 101223-AXN Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.</p>	<p>Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities.</p> <p>Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display.</p> <p>Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention.</p> <p>Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field.</p> <p>On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration.</p> <p>Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file.</p> <p>Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging.</p> <p>When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.</p>
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<p>Exhibit A - Sourcewell Contract No. 101223-AXN</p>	<p>Describe how your system allows for secured sharing of videos - file sharing systems.</p>	<p>Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts.</p> <p>Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials.</p> <p>As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable.</p> <p>When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence.</p> <p>Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence.</p> <p>All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account.</p> <p>There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally.</p> <p>Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.</p>
<p>82</p>	<p>Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.</p>	<p>Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).</p> <p>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

Exhibit A, Sourcewell Contract No. 101223-AXN
Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- [Financial Strength and Stability](#) - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- [Marketing Plan/Samples](#) - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- [Standard Transaction Document Samples](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- [Upload Additional Document](#) - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- [Requested Exceptions](#) - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

Exhibit A - Sourcewell Contract No. 101223-AXN
 by the State of Minnesota, the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	<input checked="" type="checkbox"/>	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	<input checked="" type="checkbox"/>	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	<input checked="" type="checkbox"/>	2



RFP #101223
REQUEST FOR PROPOSALS
for
Public Safety Video Surveillance Solutions with Related Equipment, Software
and Accessories

Proposal Due Date: October 12, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 24, 2023
Pre-proposal Conference:	September 19, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	October 4, 2023, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, including, but not limited to:
 - a. Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices;
 - b. Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services:
 - i. Vehicles and fire rescue apparatus;
 - ii. Watercraft;
 - iii. Interview rooms, processing and holding areas; and,
 - iv. Portable surveillance systems, both towed and vehicle mounted.
 - c. Video capable threat and weapons detection;
 - d. Related equipment complementary to the offering of the solutions in subsections 1. a – c. above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters; and,
 - e. Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in subsections 1. a. - c. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. Proposers may offer related products and services to the extent that they are complementary to the offering of solutions in subsections 1. a. - c. above, such as;
 - a. Accessories, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses; and
 - b. Services, including training, installation, and administration of warranty programs.
3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
 - a. Technology Catalog Solutions (RFP #081419);
 - b. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
 - c. Public Safety Software (RFP #051321) with the exception of the types of solutions described in RFP Section II. B. 1. above;
 - d. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421) with the exception of the types of solutions described in RFP Section II. B. 1. above;
 - e. Law Enforcement Equipment (RFP #090122); and,
 - f. Unmanned and Remotely Operated Vehicle Systems (RFP #011223).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after

submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



08/25/2023

Addendum No. 1

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I am not understanding what it is that this is for. Is this just a contract for Sourcewell with no specific job in mind?

Answer 1:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

Question 2:

I cannot open the contract template download.

Answer 2:

The RFP and Contract Template are available for download after registering for a free account on the [Sourcewell Procurement Portal \(sourcewell-mn.gov\)](https://sourcewell-mn.gov).

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 08/25/2023, is required at the time of proposal submittal.



08/25/2023

Addendum No. 2

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The question was not answered as to what this project is. There is no project requesting a bid. Just a statement that Sourcewell is requesting a bid. There is nothing to bid on. Is this just a request to blindly sign a contract for a potential future listing or is there a precise job to bid on?

Answer 1:

Sourcewell utilizes a competitive, **solutions**-based solicitation approach that is **not** based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 2:

Are there additional specifications regarding pricing format requirements and required content?

Answer 2:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Section III. A. – Pricing.

Question 3:

Could you provide a sample marketing plan or marketing plan format that Sourcewell expects to be submitted? Is there an expected Proposal Format or sample proposal format that Sourcewell expects to be submitted?

Answer 3:

Refer to RFP Section II. F. – Marketing Plan, “Proposer’s sales force will be the primary source of communication with Participating Entities. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer’s sales and service capabilities. It is expected that Proposer will promote and market any contract award.”

All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the “Sourcewell Evaluator Scoring Guide” found on the “Bids Homepage” in the Resource Materials section of the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 08/25/2023, is required at the time of proposal submittal.



09/05/2023

Addendum No. 3

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

You refer in the RFP to the Sourcewell Evaluator's Scoring Guide, which you said is available on the procurement folder, but we need guidance where to find it.

Answer 1:

The Sourcewell Evaluator Scoring Guide is available on the Bids Homepage under the Resource Materials section at [Sourcewell Procurement Portal \(sourcewell-mn.gov\)](https://sourcewell-mn.gov).

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/05/2023, is required at the time of proposal submittal.



9/14/2023

Addendum No. 4

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide the information for joining the Pre-Proposal Conference on September 19, 2023, 10:00 a.m., Central Time.

Answer 1:

Registered plan takers will receive log-in instructions via email two business days prior to the online conference.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/14/2023, is required at the time of proposal submittal.



09/18/2023

Addendum No. 5

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How does this differ from The NY State Contract NYS CONTRACT PT68793 – Intelligent Facility and Security Systems & Solutions?

Answer 1:

This RFP is published by Sourcewell, an independent government agency located within Minnesota, for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell solicitations are standalone from any other agency. Some agencies repost as a service to others. Any contract derived from this solicitation (RFP #101223) will be separate as Sourcewell is its own lead agency and not required to partner with other agencies.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/18/2023, is required at the time of proposal submittal.



09/20/2023

Addendum No. 6

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following addendum to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Sourcewell received multiple notifications from potential proposers that the link was not working for the pre-proposal conference that was conducted on 9/19/2023.

Answer 1:

Due to a technical issue some potential proposers were not able to log in. Sourcewell has emailed a link to the recording of the pre-proposal conference to all registered plan takers through the Sourcewell Procurement Portal. A document with a link to the recording has also been added to the "Bid Documents" section of the solicitation on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/20/2023, is required at the time of proposal submittal.



09/21/2023

Addendum No. 7

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the questions asked by bidders during the pre-proposal conference be compiled and responded to by Sourcewell, then sent as an addendum for all bidders to read?

Answer 1:

Sourcewell does not currently intend to post an addendum of compiled questions that were submitted and answered during the pre-proposal conference. Proposers may view a recording of the pre-proposal conference either through the link emailed to registered plan takers or utilizing the document with the link posted to the "Bid Documents" section of the solicitation on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/21/2023, is required at the time of proposal submittal.



9/21/2023

Addendum No. 8

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a supplier be awarded two Sourcewell contracts, under different categories?
Especially if the same product lines are available on both categories?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/21/2023, is required at the time of proposal submittal.



9/26/2023

Addendum No. 9

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section B3 states that equipment, products or services under categories included in pending, planned or contract currently maintained should not be included in our response. How can we find out which manufacturers are listed on current contracts? I can find the vendors on contracts on the website, not manufacturers.

Answer 1:

RFP Section III. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell. The documentation for those excluded categories can be found at [Search Sourcewell Awarded Contracts & Vendors | Sourcewell \(sourcewell-mn.gov\)](#). By using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/26/2023, is required at the time of proposal submittal.



10/02/2023

Addendum No. 10

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How do I change my status to NO BID?

Answer 1:

Sourcewell does not require a notice of no bid from vendors who have decided not to submit a proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 10/02/2023, is required at the time of proposal submittal.



10/05/2023

Addendum No. 11

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Under Line Item 12, Sourcewell is requesting, "Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response." As a privately held company is this required?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process.

Question 2:

For Line Item 61, Sourcewell requests, "Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer." How would we price that? Is it possible to bill the customer separately for installations and freight separate from this Sourcewell contract? These are variable costs, so is the supplier supposed to list the highest possible price and can lower it as needed?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing.

Question 3:

For Line Item 56, Sourcewell mentions the "P-card procurement and payment process". Please describe this in detail.

Answer 3:

Generally, the term "P-Card" is an abbreviation for purchasing card or procurement card. Additional background information can be found at the following site:

<https://www.napcp.org/page/WhatArePCards>

Question 4:

Regarding Pricing and Delivery, if delivery is an additional cost to the Sourcewell participating entity, is the supplier supposed to list this in their pricing materials? Regarding list pricing for items like installation that can go through a third party and vary depending on the project, are suppliers supposed to list the highest possible rate and lower it as needed?

Answer 4:

See answer to Question #2.

Question 5:

Will suppliers be evaluated based on the rate they list for the administrative fee on line 68.

Answer 5:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section III. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees. The proposed Admin fees are not evaluated.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 10/05/2023, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Thursday, 12/07/2023

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad is closed and is in the archives ***

Title: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Agency: Sourcewell

Division: Procurement Department

Contract Number: 101223

CR Number: 2101307

Contract Term: 4 years

Date of Issue: 08/25/2023

Due Date/Time: 10/12/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Safety & Security - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Axon Enterprise

i-PRO Americas, Inc.

Laser Aiming Systems

Motorola Solutions

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2533523, PUBLIC SAFETY VIDEO SURVEILLANCE SOLUTIONS WITH RELATED EQUIPMENT,
SOFTWARE AND ACCESSORIES

State of OR

}
} SS:
}

County of Multnomah

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
PUBLIC SAFETY VIDEO SURVEILLANCE SOLUTIONS WITH RELATED EQUIPMENT, SOFTWARE AND ACCESSORIES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
08/25/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 25th day of August 2023

By:

Michelle A Ropp

Michelle A. Ropp

By:

N. Bjork

Nick Evan Bjork
Notary Public, State of OR
No. 995746

My commission expires on January 12, 2024

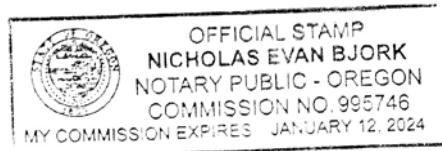


EXHIBIT A

**SOURCEWELL
PUBLIC SAFETY VIDEO
SURVEILLANCE SOLUTIONS
WITH RELATED EQUIPMENT,
SOFTWARE AND ACCESSORIES**

**Proposals due 4:30 pm,
October 12, 2023**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 25, 2023. 2533523

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479


STATE OF OKLAHOMA, COUNTY OF OKLAHOMA


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08/29/2023, 09/05/2023

and that the fees charged are legal.
Sworn to and subscribed before on 09/05/2023

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8/29/23, 9/5/23 9206179



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Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0136995
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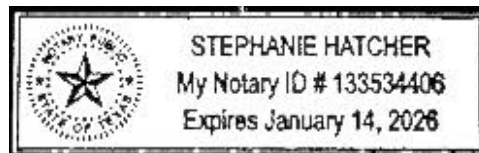
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Tara Pennington

Sworn to and subscribed before me this 25th day of August in the year of 2023

Stephanie Hatcher

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NFL PRESEASON WINNERS, LOSERS

Final verdicts in as exhibitions wrap up

Nate Davis
USA TODAY

The NFL preseason is (blessedly) complete. Next up, the only benefit of the 17-game regular season – the empty weekend prior to Week 1, when players, fans, fantasy owners and those of us who cover the league can take one last intake of summer respite before the marathon truly begins. (Though before we get there, clubs must reduce their rosters to 53 players by 4 p.m. EDT on Tuesday.)

But you're not here to read about the demise of the dearly beloved Week 4 (pre). You're here to learn who shone and who shattered in this year's August finales. So I'll do my best to make sense of some largely meaningless exhibition football while trying to mine meaningful nuggets wherever possible:

WINNERS

Aaron Rodgers: Making his preseason return after a five-year layoff, the four-time MVP donned the New York Jets' Gotham Green and Spotlight White for the first time in a game environment. On the trivial side, Rodgers basked in the love of the NYJ fans who were able to crash what was actually a Giants home game, and he also connected with WR Garrett Wilson on a 14-yard TD strike. But the 39-year-old adhered to his prime directive while playing two series: emerge unscathed. "I got in, didn't get hurt, scored," Rodgers said. "It was a good night." The Big Apple breathlessly awaits the encore.

First-round rookie QBs: None had what you'd call a buzzy preseason, but the trio continued showing steady improvements. No. 1 pick Bryce Young threw his first NFL TD pass Friday for the Carolina Panthers and showcased the mobility he might need after taking more than his share of rib-rocking hits in recent weeks ... though his lack of a baseball background was apparent given his attempt at a "slide." C.J. Stroud, taken second overall by the Houston Texans, also notched his first TD strike in a brief appearance at New Orleans on Sunday night – which was apparently enough to officially solidify himself as the club's starter. The Indianapolis Colts' Anthony Richardson continued to display the dual-threat athleticism that got him drafted fourth ... and the accuracy issues that dogged him at Florida. He flashed again Thursday, but you'd really feel better if he had RB Jonathan Taylor around to take heat off the rookie.

Fifth-round rookie QB: A five-year starter at UCLA, Dorian Thompson-Robinson is now one snap away from starting for Cleveland after looking so good that the Browns traded previous QB2 Josh Dobbs to the Arizona Cardinals.

Kenny Pickett: Did anyone have a better preseason? The Pittsburgh Steelers second-year signal-caller finished with a perfect 158.3 QB rating, connecting on 13 of 15 throws for 199 yards and a pair of scores. His five August drives produced five touchdowns and stoked serious enthusiasm for a team that ended the 2022 season on a four-game heater and went 3-0 this month.

Jordan Love: Only slightly less impressive than Pickett, Love collectively threw for 193 yards and three TDs while generally looking sharp throughout his



Quarterback Aaron Rodgers throws against the Giants at MetLife Stadium in his first game action with the Jets. ROBERT DEUTSCH/USA TODAY SPORTS

three appearances. Coming off an 8-9 season under Rodgers, the Green Bay Packers may not miss a beat with Love ... and could add a few after a highly disappointing 2022 campaign.

DJ Moore: The Chicago Bears' new No. 1 wide receiver, a position they've rarely filled in their century-plus existence, caught a 40-yard pass from QB Justin Fields on Saturday – giving Moore 102 yards on a pair of preseason receptions. This offense very much looks as if it's ready to go to a new level after its passing attack ranked dead last in 2022.

Tom Brady: He's baaack ... sort of, TB12 patrolling the Las Vegas Raiders sideline as a minority owner alongside former New England Patriots buddies like QBs Jimmy Garoppolo and Brian Hoyer, DE Chandler Jones and head coach Josh McDaniels. One of the guys who now works for Brady, All-Pro RB Josh Jacobs, even decided to come back to work over the weekend courtesy of a sweetened contract for 2023.

Ryan Tannehill: He's baaack ... sort of. The Tennessee Titans starting QB handed off three times Friday night, his lone appearance of the preseason. We should all need such a "workload" to sufficiently tune up for the tougher aspects of our employment.

Cleveland Browns defense: OK, so it wasn't facing MVP Patrick Mahomes on Saturday at Arrowhead Stadium. But the Brownies still looked quite formidable – breaking up 11 passes, swiping three, returning two for touchdowns and recording three sacks. Just wait until new coordinator Jim Schwartz unleashes DE Myles Garrett, who didn't suit up this month.

Teddy Bridgewater in No. 17: The Detroit Lions new backup QB looked far better in his new jersey number than he did donning No. 50 a week ago. The 10-year veteran led his team to 20 second-quarter points Friday in Charlotte and appeared perfectly capably of stepping in if Jared Goff goes down for any stretch of time.

Will Grier: The Dallas Cowboys reserve passer accounted for four TDs against the Raiders, passing for 305 yards and two scores and rushing for 53 more yards while finding the end zone twice on the ground – all with QB1 Dak Prescott calling plays for him.

Kirk Cousins: Amazing handlebar, boss.

LOSERS

Kirk Cousins: No way your wife is letting you keep it, "boss."

Will Grier: Saturday's effort will very likely be Grier's last in a Dallas uniform, his role as QB3 almost certainly going to newly acquired Trey Lance while getting Grier a one-way ticket out of Texas. And he knew it. "The hardest part on me is just leaving this place, to be honest," Grier said. "Got really close with the team. That's the toughest part about what we do."

Los Angeles Rams: They capped a winless preseason with an unwatchable 41-0 loss to the Denver Broncos backups. And the score wasn't even completely indicative of how disgraceful LA's "performance" was. Rookie DB Tre Tomlinson was tossed for an egregious face-mask violation. Rookie QB Stetson Bennett IV completed four of nine passes for 14 yards with two picks. The Rams were outgained 494-159 ... again by a ton of guys who likely won't make Denver's final roster. In fairness, the Super Bowl 56 champions didn't use their key players, either, but you wonder if head coach Sean McVay would just forfeit the preseason if he could – while offering Saturday, "That was a humbling night." Uh, yeah.

Baltimore Ravens: The sky is falling! After reeling off 24 consecutive preseason victories, they'll carry a two-game skid into 2024 after falling in Tampa on Saturday.

Minnesota Vikings: The sky has cratered across the Land of 10,000 Lakes! The Vikes dropped their 10th straight exhibition contest Saturday, a

skid that dates to 2019.

Ryan Jensen: The left knee injury the Tampa Bay Buccaneers' Pro Bowl center suffered a year ago – costing him the entire 2022 regular season – has now sent him back to injured reserve and could very likely end his career. A shame for a beloved teammate. And a shame for an offensive line that seems to have very few answers aside from LT Tristan Wirfs – and he's in unfamiliar territory, too, after flipping from the right side.

Jakeem Grant: The Pro Bowl returner's 2022 campaign was ruined by a preseason Achilles tear. He won't play for the Browns in 2023, either, after injuring his knee Saturday.

Lamar Jackson: The former MVP didn't take a preseason snap this summer for Baltimore, which normally wouldn't be that big a deal. But given coordinator Todd Monken is installing an entirely new offense for the Ravens, one reliant on spread passing concepts, just a bit mystifying that all of Jackson's in-game OJT will be conducted in games that count? (OK, admittedly, that Week 1 date with the Texans feels a little preseason-ish.)

Dee Eskridge: A second-round pick by the Seattle Seahawks in 2021, he has 17 career catches, will begin the 2023 season with a six-game suspension for violating the personal conduct policy and may be fifth-string – at best – after undrafted WR Jake Bobo concluded his first NFL preseason by leading the team with seven catches, 125 yards and a pair of TD grabs.

San Francisco's specialists: Lost amid the attention of Lance's departure is the fact that the 49ers kickers – Zane Gonzalez and rookie Jake Moody – both have leg injuries and may not be ready for Week 1. (And punter Mitch Wishnowsky showed Friday he's not up to the task of kicking extra points after Gonzalez hurt his calf in pregame warm-ups.) Maybe the Niners should have traded Lance for a kicker ... though that's not an area where Dallas could have helped them.

Cade York: Does it feel like kickers are in shorter supply than quarterbacks? A fourth-rounder a year ago who didn't exactly have a sterling rookie season, York saw his final kick of the preseason – a 43-yard attempt that would have won Saturday's game for Cleveland – partially blocked. He went 4-for-8 this month, including 3-for-7 beyond 40 yards. And on Monday he was cut.

Another terrifying injury: This time it was immobilized Miami Dolphins WR Daewood Davis who was carted off the field after a frightening collision – one that drew an unnecessary roughness flag and left him on the turf for what seemed an eternity – in Jacksonville on Saturday. And, for the second week in a row, an inconsequential preseason game was (correctly) suspended in the fourth quarter after both teams opted not to continue with one of their brothers in obvious distress. By our count that's five players on backboards with loss of movement the past two weeks, a trend obviously no one wants to see persist. Fortunately, the positive trend is that everyone seems to have recovered, the Dolphins tweeting after the game that Davis regained full movement in his extremities and was discharged from the hospital.

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Opportunity Notice Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Category: Goods

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Opportunity Information

Organization: Canoe Procurement Group of Canada

Organization Address:

Reference Number: AB-2023-05385

Solicitation Number: AB-2023-05385

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 08/24/2023
07:30:00 PM Alberta Time

Closing (MM/dd/yyyy): 10/12/2023
03:30:00 PM Alberta Time

Last Update (MM/dd/yyyy): 08/24/2023
07:05:32 PM Alberta Time

Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:
 N5820AC: Camera, Broadcast, Studio/OB (Outdoor Broadcast), Colour, Video
 N5820CC: Television System, Program Production, Studio Package (Camera, Recorder, Video Monitors, Supports etc.)
 N6760EC: LIGHTING, PHOTOGRAPHIC CAMERA, MOTION/VIDEO CAMERA, PORTABLE
 N5965303: Microphones, Video Cameras
 N5820A: Camera, Video
 N5836MB: Still Video System, Camera
 N5836LAA: Support, Video Camera, Tripod/Trolley/Dollies
 N7030AE: COMPUTER SOFTWARE, STORAGE, RETRIEVAL, PROCESSING AND/OR PRESENTATION OF GRAPHICS, IMAGE, OR VOICE/DATA - MICROCOMPUTERS ONLY
 N5820AD: Camera, Industrial, Video, Portable
 N5835: Sound Recording and Reproducing Equipment
 N5836JH: Viewfinder, Camera Mounted, Video
 N5840206: Beacon, Secondary Surveillance Radar (SSR) Radar Equipment, Except Airborne

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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Bid Type RFP
Bid Number 101223
Title Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories
Start Date Aug 24, 2023 11:44:24 AM CDT
End Date Oct 12, 2023 12:00:00 AM CDT
Agency Sourcewell
Bid Contact Tara Wolff
(218) 541-5362
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

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Description


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Pre-Bid Conference

Date Sep 19, 2023 10:00:00 AM CDT
Location Online Conference
Notes Login information will be emailed two business days prior to the event.

Documents

No Documents for this bid

Sourcewell  [Français](#)



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Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 101223
Bid Name:	Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories
Bid Status:	Closed
Bid Closing Date:	Thu Oct 12, 2023 4:30:00 PM (CDT)
Question Deadline:	Wed Oct 4, 2023 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered
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Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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Important Dates

- Pre-Proposal Conference:
September 19, 2023 at 10:00 am CDT
- Proposals Due:
October 12, 2023 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



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Solicitation Setting

- Publish**
- Bid Announcements
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- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	101223
Solicitation Name	Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	101223 Public Safety Video Surveillance Solutions
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Advertisement

Basic Settings


Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$240,000,000.00
Publish Date	08/24/2023	Closing Date & Time	10/12/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Business Services/ Supplies**
- Security Services / Supplies: Access control systems, security guards, guard dogs, home alarms, locksmiths, Private investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunitions, magazines, holsters, crowd control / portable gates etc.



Solicitation Overview



Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

101223

Closing Date: 10/12/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$240,000,000.00 (Not shown to suppliers)
Reference Number 0000254816
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 101223
Title Public Safety Video Surveillance Solutions with Related Equipment, Software, Acc
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2023/08/24 10:00:05 AM EDT
Question Acceptance Deadline 2023/10/04 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2023/10/12 05:30:00 PM EDT

Prebid Conference 2023/09/19 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2023/09/19 11:00:00 AM EDT
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N58	Communication, Detection, And Coherent Radiation Equipment Communication, Detection, And Coherent Radiation Equipment
N5820A	CAMERA,VIDEO CAMERA,VIDEO
MERX Category (1)	
G	Goods Goods
G10	Electrical and Electronics Electrical and Electronics
UNSPSC Category (1)	
46000000	Defense and Law Enforcement and Security and Safety Equipment and Supplies
46170000	Security surveillance and detection
46171600	Surveillance and detection equipment



Proposal Opening Record

Date of opening: October 12, 2023

Sourcewell posted Request for Proposal #101223, for the procurement of Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, August 24, 2023, and the solicitation remained in an open status within the portal until October 12, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on October 12, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #101223 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

365Labs, LLC - Submitted 10/12/23 at 3:17:25 PM
Alltrees, LLC dba Grove Security - Submitted 10/12/23 at 4:08:35 PM
Axon Enterprise, Inc. - Submitted 10/11/23 at 3:09:59 PM
ByteSpeed, LLC - Submitted 10/12/23 at 3:08:23 PM
Cardinal Peak Technologies - Submitted 10/11/23 at 8:22:37 PM
Cloudastructure, Inc. - Submitted 10/06/23 at 1:00:13 PM
COBAN Technologies, Inc. (Safe Fleet Law Enforcement) - Submitted 10/11/23 at 12:55:50 PM
CompuNet, Inc. - Submitted 10/12/23 at 2:34:54 PM
Digital Ally, Inc. - Submitted 10/12/23 at 1:45:57 PM
Getac, Inc. - Submitted 10/11/23 at 1:34:03 PM
I.K. Systems, Inc. - Submitted 10/12/23 at 2:55:58 PM
i-PRO Americas, Inc. - Submitted 10/10/23 at 8:30:57 AM
IrexAI, Inc. - Submitted 10/12/23 at 4:29:39 PM
Konica Minolta Business Solutions U.S.A., Inc. - Submitted 10/11/23 at 11:47:20 AM
LensLock, Inc. - Submitted 10/12/23 at 2:30:51 PM
Montel Technologies, LLC - Submitted 10/12/23 at 3:15:23 PM
Motorola Solutions, Inc. - Submitted 10/12/23 at 11:54:38 AM
New Tech Solutions, Inc. - Submitted 10/10/23 at 11:09:44 PM
NZS, Inc. dba OneScreen - Submitted 10/11/23 at 1:56:08 PM


Presidio Networked Solutions, LLC - Submitted 10/11/23 at 2:02:16 PM
Prime Electric - Submitted 10/12/23 at 1:10:51 PM
Pro-Vision Solutions, LLC - Submitted 10/12/23 at 3:18:17 PM
Quality and Assurance Technology Corporation - Submitted 10/12/23 at 2:56:09 PM
Radio Engineering Industries, Inc. (REI) - Submitted 10/12/23 at 3:37:23 PM
Reconview - Submitted 10/12/23 at 1:55:32 PM
Reveal Media USA, Inc. - Submitted 10/12/23 at 2:40:14 PM
Risk Response Team, Inc. - Submitted 10/12/23 at 11:51:13 AM
Security Lines US, LLC - Submitted 10/12/23 at 4:39:31 AM
Skyline Technology Solutions, LLC - Submitted 10/12/23 at 8:46:37 AM
Utility Associates, Inc. - Submitted 10/12/23 at 10:41:39 AM
Versaterm Public Safety - Submitted 10/12/23 at 2:00:59 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 12, 2023, at 4:33:07 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Greg Grunig M.S., Procurement Lead Analyst

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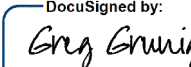
Carol Jackson, Procurement Analyst

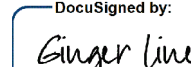


Proposal Evaluation
Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories RFP #101223

Possible Points		365 Labs, LLC	Alltrees, LLC	Axon Enterprise, Inc.	ByteSpeed, LLC	Cardinal Peak Technologies	Cloudastructure, Inc.	COBAN Technologies, Inc.	CompuNet, Inc.	Digital Ally, Inc.	Getac, Inc.	I.K. Systems, Inc.	i-PRO Americas, Inc.	Irex AI, Inc.	Konica Minolta Business Solutions U.S.A., Inc.	LenLock, Inc.	Montel Technologies, LLC
Conformance to Terms/ Conditions to Include Documentation	50	40	38	42	38	39	36	39	39	41	41	40	42	33	43	36	38
Pricing	400	336	273	320	314	325	244	310	303	341	295	306	319	196	328	279	313
Financial, Industry and Marketplace Successes	75	50	53	66	55	58	44	56	61	59	62	58	64	45	65	52	57
Bidder's Ability to Sell/ Service Contract Nationally	100	68	66	85	77	80	64	72	75	71	78	71	86	62	84	68	66
Bidder's Marketing Plan	50	40	34	42	40	43	31	34	37	36	41	39	42	28	42	31	42
Value Added Attributes	75	56	50	65	51	62	51	51	54	56	60	51	64	53	62	51	61
Warranty Coverages and Information	50	37	36	41	37	42	38	39	38	40	41	40	41	33	40	35	34
Selection and Variety of Products and Services Offered	200	155	166	170	163	150	135	160	143	156	155	171	175	159	163	155	161
Total Points	1,000	782	716	831	775	799	643	761	750	800	773	776	833	609	827	707	772
Rank Order		9	25	2	11	6	30	16	19	5	12	10	1	31	3	26	13

Possible Points		Motorola Solutions, Inc.	NewTech Solutions, Inc.	NZS, Inc.	Presidio	Prime Electric	Pro-Vision Solutions, LLC	Quality and Assurance Tech	Radio Engineering Ind	Reconview	RevealMedia USA, Inc.	Risk Response Team, Inc.	Security Lines US, LLC	Skyline Technology Solutions, LLC	Utility Associates, Inc.	Versaterm Public Safety
Conformance to Terms/ Conditions to Include Documentation	50	42	41	38	40	38	39	39	38	34	38	39	38	35	40	37
Pricing	400	321	300	300	279	328	309	304	305	296	304	275	285	286	306	291
Financial, Industry and Marketplace Successes	75	65	61	54	61	52	56	59	59	45	56	57	51	58	59	54
Bidder's Ability to Sell/ Service Contract Nationally	100	88	80	75	83	51	75	66	66	53	68	60	67	66	71	73
Bidder's Marketing Plan	50	42	37	41	39	29	37	32	32	28	34	38	37	37	33	39
Value Added Attributes	75	64	64	52	63	53	54	60	54	40	54	53	54	53	61	58
Warranty Coverages and Information	50	41	37	39	41	33	37	37	33	35	39	40	39	38	38	40
Selection and Variety of Products and Services Offered	200	159	168	136	178	168	156	161	153	139	146	168	140	138	157	133
Total Points	1,000	822	788	735	784	752	763	758	740	670	739	730	711	711	765	725
Rank Order		4	7	22	8	18	15	17	20	29	21	23	26.5	26.5	14	24

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 Greg Grunig, MS, Procurement Lead Analyst

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 Ginger Line, MPA, NIGP-CPP, CPPB, Procurement Analyst

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 Lisa Truax, Procurement Analyst

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 Nick Scholer, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #101223
Entitled

Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

The following advertisement was placed August 24, 2023 on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, August 25, 2023 in Oregon's *Daily Journal of Commerce* and South Carolina's *The State*, August 29, 2023 in *USA Today* and August 29 and September 5, 2023 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

10101847 MB, Ltd.	i-PRO Americas, Inc.
1043524 Ontario, Ltd.	I.K. Systems, Inc.
15045649 Canada, Inc.	IM Wireless Communications, Ltd.
365Labs, LLC	Indominus Consulting, LLC
ABC SECURITY ACCESS SYSTEMS	Integrated Fire & Security Solutions, Inc.
Absco Alarms	Integrated Wireless Technologies
Adorama, Inc.	Integrity Networks
ADT Commercial, LLC	Intellitecture, Inc.
Ainsworth, Inc.	IP Access International, LLC
Allerin US, Inc.	IrexAI, Inc.
Allied Digital Services, LLC	Ivoxy Consulting, Inc.

Alltrees, LLC dba Grove Security	Johnson Controls, Inc.
Arkansas Public Safety Solutions, LLC	Koexact Technology, Inc.
Aton Technology Brokers, LLC	Konica Minolta Business Solutions U.S.A., Inc.
Automotus, Inc.	LaSai Technologies, LLC
Avaya, Inc.	LensLock, Inc.
Axis Communications	Local Security
Axon Enterprise, Inc.	LYN Systems, Inc.
bartt integration, ltd.	Mobile Communications America
BAYCOM, INC.	Montel Technologies, LLC
Boadus Pride, LLC	Motorola Solutions, Inc.
Brixtel Defense, LLC	MSA Safety Sales, LLC
Bryx, Inc.	NDI Technologies, Inc.
BusComm, Incorporated	New Tech Solutions, Inc.
ByteSpeed Computers	NUUO, Inc.
ByteSpeed, LLC	NZS, Inc. dba OneScreen
Cardinal Peak Technologies	Paladin Technologies
Care Security Systems	Peters Distributing
CDS Office Technologies, Inc.	Presidio Networked Solutions, LLC
CDW Government, LLC	Prime Electric
CelPlan Technologies, Inc.	Prime Vendor, Inc.
Cloudastructure, Inc.	Pro-Vision Solutions, LLC
COBAN Technologies, Inc. (Safe Fleet Law Enforcement)	PWXPress
Commercial Electronics Corp.	Quality and Assurance Technology Corporation
CompuNet, Inc.	Radio Engineering Industries, Inc. (REI)
Computer Integration Technologies, Inc.	Reconview
Cooperative Services, LLC	Regina Construction Association
Core BTS	Reveal Media USA, Inc.
Covert Security Solutions, Inc.	Risk Response Team, Inc.
DBISP, LLC	Riverside Technologies, Inc.
Delco Automation, Inc.	SABER Technologies, LLC
Dell Marketing, L.P.	Safety Vision
Dell Technologies	Saskatchewan Telecommunications
DESIGN VIDEO SECURITY SYSTEMS CORP.	Sciencel Solutions, LLC
Digital Ally, Inc.	Securitas Electronic Security (Canada), Inc.
Divine Imaging, Inc.	Security Lines US, LLC
Electronic Systems Solutions, Inc.	Skyline Technology Solutions, LLC
ELITE STORAGE PRODUCTS, LLC	Sled Consulting, LLC
Equity Security Services	Strategic Communications
eRepublic, Inc.	Technical Systems Group, Inc.
Federal Proposal Services, LLC	Terawe Corporation
Fields Fish and Game, LLC	The Proposal Lab
Fisher's Document Systems, Inc.	Unified Systems, Inc.
Flower City Communications, Inc.	Unlimited Technology, Inc.
Garda Canada Security Corporation	Utility Associates, Inc.

Getac, Inc.	Utility, Inc.
Guardian Advanced Solutions	Versaterm Public Safety
Hanwha Vision America	VKC Systems, Inc.
Heartland Business Systems	Wesco, Inc.
High Point Networks, LLC	Wireless CCTV, LLC
Homeland Safety Systems, Inc.	Wolf Distribution, LLC
Howard Technology Solutions A division of Howard Industries, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on October 12, 2023 at 4:33:07 pm CT. Proposals were received from the following:

365Labs, LLC
 Alltrees, LLC dba Grove Security
 Axon Enterprise, Inc.
 ByteSpeed, LLC
 Cardinal Peak Technologies
 Cloudatastructure, Inc.
 COBAN Technologies, Inc. (Safe Fleet Law Enforcement)
 CompuNet, Inc.
 Digital Ally, Inc.
 Getac, Inc.
 I.K. Systems, Inc.
 i-PRO Americas, Inc.
 IrexAI, Inc.
 Konica Minolta Business Solutions U.S.A., Inc.
 LensLock, Inc.
 Montel Technologies, LLC
 Motorola Solutions, Inc.
 New Tech Solutions, Inc.
 NZS, Inc. dba OneScreen
 Presidio Networked Solutions, LLC
 Prime Electric
 Pro-Vision Solutions, LLC
 Quality and Assurance Technology Corporation
 Radio Engineering Industries, Inc. (REI)
 Reconview
 Reveal Media USA, Inc.
 Risk Response Team, Inc.
 Security Lines US, LLC
 Skyline Technology Solutions, LLC
 Utility Associates, Inc.
 Versaterm Public Safety

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig M.S., Sr. Procurement Analyst
Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst
Lisa Truax, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Axon Enterprise, Inc. brings a comprehensive product offering of body worn cameras, point of view cameras, interview room equipment, mobile camera solutions, digital evidence software and accessories. Axon's sales and service team provides coverage across North America. The customer service and support division is available 24x7 to assist Sourcewell participating entities. Participating entities are offered a competitive discount off MSRP and product pricing includes shipping.

Cardinal Peak Technologies, LLC, offers a comprehensive software in CaseCracker along with fixed room video surveillance solutions. Cardinal offers a wide variety of services including transcription, evidence sharing, training, and accessories. With their channel partners, they cover all of the United States and Canada. Cardinal offers warranty coverage and a competitive discount off MSRP pricing to Sourcewell participating entities.

Digital Ally, Inc. provides law enforcement with video surveillance and evidence management systems along with all necessary hardware. Their internal sales team will sell and service to all Sourcewell participating entities in the United States and Canada. Digital Ally is offering a solid discount off their list pricing.

i-Pro Americas Inc offers comprehensive security systems which include video imaging and AI-driven software. Their solutions are customizable as required by participating entities. Their sales force, certified dealers, and distributors cover and service all of North America. I-Pro offers training and a strong warranty to Sourcewell participating entities. They are offering a competitive discount off standard pricing.

Konica Minolta Business Solutions U.S.A. Inc. offers IoT cameras that do not require a central computer allowing for smaller hardware expenditures. With their large sales force and authorized dealers they cover all of the United States and Canada. Konica Minolta offers warranty coverage and a substantial discount off MSRP pricing to Sourcewell participating entities.

Motorola Solutions, Inc. offers a large variety of camera options along with on-site storage solutions for use in the public safety sector. They have an expansive, geographically diverse sales force and extensive dealer network covering the will provide sales and service to Sourcewell participating entities in the United States and Canada. Motorola is offering a solid discount off their list pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #101223 to:

Axon Enterprise, Inc.	#101223-AXN
Cardinal Peak Technologies, LLC	#101223-ALLY
Digital Ally, Inc.	#101223-CARD
i-Pro Americas Inc	#101223-IPRO
Konica Minolta Business Solutions U.S.A. Inc.	#101223-KON
Motorola Solutions, Inc.	#101223-MOT

The preceding recommendations were approved on December 1, 2023.

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Greg Grunig M.S., Sr. Procurement Analyst

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Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst

DocuSigned by:



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Lisa Truax, Procurement Analyst

DocuSigned by:



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Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #101223 for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/18/2023

Resolution No. 2023_16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2023**

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Dental Equipment, Supplies, and Related Solutions		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Cooper Lighting	041123-CPL	"Sports Lighting Solutions with Related Technology, Equipment and Services"
	Hellas Construcion	041123-HLC	"Sports Lighting Solutions with Related Technology, Equipment and Services"
	Musco Sports Lighting	041123-MSL	"Sports Lighting Solutions with Related Technology, Equipment and Services"
	Schreder Lighting	041123-SRD	"Sports Lighting Solutions with Related Technology, Equipment and Services"
	Techline Sports Lighting	041123-TCE	"Sports Lighting Solutions with Related Technology, Equipment and Services"
	FERNO Washington	041823-FNO	"Critical Care and EMS Equipment"
	McKesson Medial-Surgical Government Solutions	041823-MML	"Critical Care and EMS Equipment"
	School Health Corporation	041823-SHC	"Critical Care and EMS Equipment"
	Stryker Canada	041823-STK	"Critical Care and EMS Equipment"
	Stryker Sales	041823-STY	"Critical Care and EMS Equipment"
	ZOLL Medical Corporation	041823-ZLL	"Critical Care and EMS Equipment"
CONTRACT EXTENSIONS			
Supplier Name	Contract Number	Solicitation Title	
Shaw Industries	080819-SII	"Flooring Materials with Related Supplies and Services"	
NEW IDIQ CONTRACTS			
Company Name	Contract Number	Region - Type of Work	
Vazquez Commercial Contracting	KS-R1-GC-061323-VCC	Region 1 - Western Kansas - General Construction	
The Wilson Group, Inc.	KS-R1-GC-061323-TWG	Region 1 - Western Kansas - General Construction	
BKM Construction, LLC	KS-R1-GC-061323-BKM	Region 1 - Western Kansas - General Construction	
CORE Construction	KS-R1-GC-061323-CCT	Region 1 - Western Kansas - General Construction	
Julius Kaaz Construction Company	KS-R1-GC-061323-JKC	Region 1 - Western Kansas - General Construction	
Haren Companies	KS-R1-GC-061323-HAC	Region 1 - Western Kansas - General Construction	
Henderson Building Solutions, LLC	KS-R1-GC-061323-HBS	Region 1 - Western Kansas - General Construction	
Vazquez Commercial Contracting	KS-R1-HVAC-061323-VCC	Region 1 - Western Kansas - Mechanical/HVAC	
Vazquez Commercial Contracting	KS-R1-E-061323-VCC	Region 1 - Western Kansas - Electrical	
BKM Construction, LLC	KS-R1-PAC-061323-BKM	Region 1 - Western Kansas - Pavement/Asphalt/Concrete	
Julius Kaaz Construction Company	KS-R1-PAC-061323-JKC	Region 1 - Western Kansas - Pavement/Asphalt/Concrete	
Vazquez Commercial Contracting	KS-R2-GC-061323-VCC	Region 2 - Eastern Kansas - General Construction	
The Wilson Group, Inc.	KS-R2-GC-061323-TWG	Region 2 - Eastern Kansas - General Construction	
MTS Contracting, Inc.	KS-R2-GC-061323-MTS	Region 2 - Eastern Kansas - General Construction	
BKM Construction, LLC	KS-R2-GC-061323-BKM	Region 2 - Eastern Kansas - General Construction	
CORE Construction	KS-R2-GC-061323-CCT	Region 2 - Eastern Kansas - General Construction	
Julius Kaaz Construction Company	KS-R2-GC-061323-JKC	Region 2 - Eastern Kansas - General Construction	
Haren Companies	KS-R2-GC-061323-HAC	Region 2 - Eastern Kansas - General Construction	
Henderson Building Solutions, LLC	KS-R2-GC-061323-HBS	Region 2 - Eastern Kansas - General Construction	
Vazquez Commercial Contracting	KS-R2-HVAC-061323-VCC	Region 2 - Eastern Kansas - Mechanical/HVAC	
Vazquez Commercial Contracting	KS-R2-E-061323-VCC	Region 2 - Eastern Kansas - Electrical	
BKM Construction, LLC	KS-R2-PAC-061323-BKM	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete	
Julius Kaaz Construction Company	KS-R2-PAC-061323-JKC	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete	
IDIQ Contract Extensions			
Company Name	Contract Number		
None			

**SOURCEWELL
STATE OF MINNESOTA**



Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

12/19/2023

Resolution No. 2023_31

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EADCF...
Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2023**
**CONSENT
AGENDA ITEMS**
Requesting Board permission to Solicit the following categories:

 Garage and Fleet Services

Requesting Board permission to Re-Solicit the following categories:

 Wireless Voice & Data Services with Related Solutions, Equipment, and Accessories

Indefinite Delivery Indefinite Quantity Construction - Colorado

**CONSENT
AGENDA ITEMS**
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
AmTab Manufacturing Corporation	091423-AMTAB	"Furniture Solutions with Related Accessories and Services"
CORT Business Services Corporation	091423-COR	"Furniture Solutions with Related Accessories and Services"
Fellowes, Inc.	091423-FELL	"Furniture Solutions with Related Accessories and Services"
Haworth, Inc.	091423-HAWRT	"Furniture Solutions with Related Accessories and Services"
Kruger International, Inc.	091423-KII	"Furniture Solutions with Related Accessories and Services"
Lakeshore Learning Materials	091423-LSH	"Furniture Solutions with Related Accessories and Services"
OFS Brands, Inc.	091423-OFS	"Furniture Solutions with Related Accessories and Services"
Palmer Hamilton, LLC	091423-PHL	"Furniture Solutions with Related Accessories and Services"
SICO America, Inc.	091423-SICO	"Furniture Solutions with Related Accessories and Services"
Staples Contract & Commercial, LLC	091423-SCC	"Furniture Solutions with Related Accessories and Services"
Steelcase, Inc.	091423-STI	"Furniture Solutions with Related Accessories and Services"
Teknion, Limited	091423-TKN	"Furniture Solutions with Related Accessories and Services"
Axon Enterprise	101223-AXN	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
Cardinal Peak Technologies	101223-CARD	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
Digital Ally, Inc.	101223-ALLY	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
i-PRO Americas, Inc.	101223-IPRO	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
Konica Minolta Business Solutions U.S.A., Inc.	101223-KON	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
Motorola Solutions, Inc.	101223-MOT	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"
Collins Bus Corporation	102623-COLNS	"School Buses with Related Accessories, Supplies and Services"
IC Bus	102623-ICB	"School Buses with Related Accessories, Supplies and Services"
The Lion Electric Company dba Lion Buses, Inc.	102623-LON	"School Buses with Related Accessories, Supplies and Services"
Thomas Built Buses, Inc.	102623-TBB	"School Buses with Related Accessories, Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ari-Hetra	013020-ARP	"Vehicle Lifts, with Garage and Fleet Maintenance Equipment"
LIFTNOW	013020-LFT	"Vehicle Lifts, with Garage and Fleet Maintenance Equipment"
Mohawk Lifts	013020-MRL	"Vehicle Lifts, with Garage and Fleet Maintenance Equipment"
Stertil-Koni	013020-SKI	"Vehicle Lifts, with Garage and Fleet Maintenance Equipment"
BCI Burke	010521-BUR	"Playground and Water Play Equipment with Related Accessories and Services"
UniFirst Corporation	040920-UFC	"Uniforms with Related Products and Services"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
ACCO Engineered Systems, Inc.	CA-R1-HVAC-101723-AES	Region 1 - Mechanical/HVAC
Alco Building Solutions	CA-R1-GB-101723-ABU	Region 1 - General Building
Alco Building Solutions	CA-R1-E-101723-ABU	Region 1 - Electrical
CORE West, Inc.	CA-R1-GB-101723-CRW	Region 1 - General Building
ACCO Engineered Systems, Inc.	CA-R2-HVAC-101723-AES	Region 2 - Mechanical/HVAC
Alco Building Solutions	CA-R2-GB-101723-ABU	Region 2 - General Building
Alco Building Solutions	CA-R2-E-101723-ABU	Region 2 - Electrical
CORE West, Inc.	CA-R2-GB-101723-CRW	Region 2 - General Building
ABM Building Solutions, LLC	CA-R3-HVAC-101723-ABL	Region 3 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R3-E-101723-AEL	Region 3 - Electrical
ACCO Engineered Systems, Inc.	CA-R3-HVAC-101723-AES	Region 3 - Mechanical/HVAC

Alco Building Solutions	CA-R3-GB-101723-ABU	Region 3 - General Building
Alco Building Solutions	CA-R3-E-101723-ABU	Region 3 - Electrical
CORE West, Inc.	CA-R3-GB-101723-CRW	Region 3 - General Building
North Star Construction and Engineering, Inc.	CA-R3-PAV-101723-NSC	Region 3 - Paving
ABM Building Solutions, LLC	CA-R4-HVAC-101723-ABL	Region 4 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R4-E-101723-AEL	Region 4 - Electrical
Air Systems, Inc.	CA-R4-HVAC-101723-AIR	Region 4 - Mechanical/HVAC
Alco Building Solutions	CA-R4-GB-101723-ABU	Region 4 - General Building
Alco Building Solutions	CA-R4-E-101723-ABU	Region 4 - Electrical
Angeles Contractor, Inc.	CA-R4-GB-101723-ACI	Region 4 - General Building
Angeles Contractor, Inc.	CA-R4-PAV-101723-ACI	Region 4 - Paving
CORE West, Inc.	CA-R4-GB-101723-CRW	Region 4 - General Building
MIK Construction Inc.	CA-R4-GB-101723-MIK	Region 4 - General Building
QUINCON, INC.	CA-R4-GB-101723-QUI	Region 4 - General Building
Staples Construction	CA-R4-GB-101723-STA	Region 4 - General Building
ABM Building Solutions, LLC	CA-R5-HVAC-101723-ABL	Region 5 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R5-E-101723-AEL	Region 5 - Electrical
Alco Building Solutions	CA-R5-E-101723-ABU	Region 5 - Electrical
Angeles Contractor, Inc.	CA-R5-RW-101723-ACI	Region 5 - Roofing/Waterproofing
CORE West, Inc.	CA-R5-GB-101723-CRW	Region 5 - General Building
Durham Construction Company, Inc.	CA-R5-GB-101723-DCC	Region 5 - General Building
Horizons Construction Company Int'l, Inc.	CA-R5-PAV-101723-HRZ	Region 5 - Paving
J G CONTRACTING	CA-R5-GB-101723-JGC	Region 5 - General Building
Mesa Energy Systems, Inc.	CA-R5-HVAC-101723-MSA	Region 5 - Mechanical/HVAC
Newton Construction and Management, Inc.	CA-R5-GB-101723-NCM	Region 5 - General Building
QUINCON, INC.	CA-R5-GB-101723-QUI	Region 5 - General Building
Terra West Construction, Inc.	CA-R5-PAV-101723-TWC	Region 5 - Paving
Vortex Construction	CA-R5-GB-101723-VTX	Region 5 - General Building
Vortex Construction	CA-R5-RW-101723-VTX	Region 5 - Roofing/Waterproofing
ABM Building Solutions, LLC	CA-R6-HVAC-101723-ABL	Region 6 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R6-E-101723-AEL	Region 6 - Electrical
Air Systems, Inc.	CA-R6-HVAC-101723-AIR	Region 6 - Mechanical/HVAC
Angeles Contractor, Inc.	CA-R6-GB-101723-ACI	Region 6 - General Building
Angeles Contractor, Inc.	CA-R6-E-101723-ACI	Region 6 - Electrical
Angeles Contractor, Inc.	CA-R6-PAV-101723-ACI	Region 6 - Paving
Angeles Contractor, Inc.	CA-R6-RW-101723-ACI	Region 6 - Roofing/Waterproofing
Ausonio, Inc.	CA-R6-GB-101723-AUS	Region 6 - General Building
Horizons Construction Company Int'l, Inc.	CA-R6-PAV-101723-HRZ	Region 6 - Paving
J G CONTRACTING	CA-R6-GB-101723-JGC	Region 6 - General Building
Newton Construction and Management, Inc.	CA-R6-GB-101723-NCM	Region 6 - General Building
QUINCON, INC.	CA-R6-GB-101723-QUI	Region 6 - General Building
Vortex Construction	CA-R6-GB-101723-VTX	Region 6 - General Building
Vortex Construction	CA-R6-RW-101723-VTX	Region 6 - Roofing/Waterproofing
ACCO Engineered Systems, Inc.	CA-R7-HVAC-101723-AES	Region 7 - Mechanical/HVAC
Alco Building Solutions	CA-R7-E-101723-ABU	Region 7 - Electrical
Angeles Contractor, Inc.	CA-R7-E-101723-ACI	Region 7 - Electrical
Angeles Contractor, Inc.	CA-R7-PAV-101723-ACI	Region 7 - Paving
Angeles Contractor, Inc.	CA-R7-RW-101723-ACI	Region 7 - Roofing/Waterproofing
Angeles Contractor, Inc.	CA-R7-F-101723-ACI	Region 7 - Flooring
Express Energy Services, Inc.	CA-R7-E-101723-EES	Region 7 - Electrical
Harry H. Joh Construction, Inc.	CA-R7-GB-101723-HJC	Region 7 - General Building
Harry H. Joh Construction, Inc.	CA-R7-E-101723-HJC	Region 7 - Electrical
Harry H. Joh Construction, Inc.	CA-R7-HVAC-101723-HJC	Region 7 - Mechanical/HVAC
Harry H. Joh Construction, Inc.	CA-R7-P-101723-HJC	Region 7 - Painting
Horizons Construction Company Int'l, Inc.	CA-R7-PAV-101723-HRZ	Region 7 - Paving
Horizons Construction Company Int'l, Inc.	CA-R7-F-101723-HRZ	Region 7 - Flooring
Horizons Construction Company Int'l, Inc.	CA-R7-P-101723-HRZ	Region 7 - Painting
J & H Engineering General Contractors, Inc.	CA-R7-PAV-101723-JHE	Region 7 - Paving
J G CONTRACTING	CA-R7-GB-101723-JGC	Region 7 - General Building
J G CONTRACTING	CA-R7-PAV-101723-JGC	Region 7 - Paving
MDJ Management, LLC	CA-R7-GB-101723-MDJ	Region 7 - General Building
Mesa Energy Systems, Inc.	CA-R7-HVAC-101723-MSA	Region 7 - Mechanical/HVAC
Newton Construction and Management, Inc.	CA-R7-GB-101723-NCM	Region 7 - General Building
QUINCON, INC.	CA-R7-GB-101723-QUI	Region 7 - General Building
Rite-Way Roof Corporation	CA-R7-RW-101723-RWR	Region 7 - Roofing/Waterproofing
SJD&B, Inc.	CA-R7-RW-101723-SJD	Region 7 - Roofing/Waterproofing

Vortex Construction	CA-R7-GB-101723-VTX	Region 7 - General Building
Vortex Construction	CA-R7-RW-101723-VTX	Region 7 - Roofing/Waterproofing
Wildscape Restoration Inc., dba Urban Greening	CA-R7-L-101723-WLD	Region 7 - Landscaping
ABM Building Solutions, LLC	CA-R8-HVAC-101723-ABL	Region 8 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R8-E-101723-AEL	Region 8 - Electrical
ACCO Engineered Systems, Inc.	CA-R8-HVAC-101723-AES	Region 8 - Mechanical/HVAC
ACCO Engineered Systems, Inc.	CA-R8-PLUM-101723-AES	Region 8 - Plumbing
ACCO Engineered Systems, Inc.	CA-R8-SS-101723-AES	Region 8 - Sanitation Systems
Accurate Construction Company, Inc.	CA-R8-GB-101723-ACC	Region 8 - General Building
Alco Building Solutions	CA-R8-GB-101723-ABU	Region 8 - General Building
Alco Building Solutions	CA-R8-E-101723-ABU	Region 8 - Electrical
AME Builders, Inc.	CA-R8-RW-101723-ABI	Region 8 - Roofing/Waterproofing
AMTEK Construction	CA-R8-E-101723-ATK	Region 8 - Electrical
Angeles Contractor, Inc.	CA-R8-GB-101723-ACI	Region 8 - General Building
Angeles Contractor, Inc.	CA-R8-E-101723-ACI	Region 8 - Electrical
Angeles Contractor, Inc.	CA-R8-PAV-101723-ACI	Region 8 - Paving
Angeles Contractor, Inc.	CA-R8-RW-101723-ACI	Region 8 - Roofing/Waterproofing
Angeles Contractor, Inc.	CA-R8-F-101723-ACI	Region 8 - Flooring
California Coast Carpet & Flooring	CA-R8-F-101723-CCF	Region 8 - Flooring
CORE West, Inc.	CA-R8-GB-101723-CRW	Region 8 - General Building
Dewberry Design-Builders, Inc.	CA-R8-GB-101723-DDB	Region 8 - General Building
Elegant Construction, Inc.	CA-R8-GB-101723-ECI	Region 8 - General Building
Express Energy Services, Inc.	CA-R8-E-101723-EES	Region 8 - Electrical
Grondin Construction, Inc.	CA-R8-GB-101723-GCI	Region 8 - General Building
Grondin Construction, Inc.	CA-R8-P-101723-GCI	Region 8 - Painting
Harry H. Joh Construction, Inc.	CA-R8-GB-101723-HJC	Region 8 - General Building
Harry H. Joh Construction, Inc.	CA-R8-E-101723-HJC	Region 8 - Electrical
Harry H. Joh Construction, Inc.	CA-R8-HVAC-101723-HJC	Region 8 - Mechanical/HVAC
Harry H. Joh Construction, Inc.	CA-R8-P-101723-HJC	Region 8 - Painting
Horizons Construction Company Int'l, Inc.	CA-R8-GB-101723-HRZ	Region 8 - General Building
Horizons Construction Company Int'l, Inc.	CA-R8-PAV-101723-HRZ	Region 8 - Paving
Horizons Construction Company Int'l, Inc.	CA-R8-F-101723-HRZ	Region 8 - Flooring
Horizons Construction Company Int'l, Inc.	CA-R8-P-101723-HRZ	Region 8 - Painting
Horizons Construction Company Int'l, Inc.	CA-R8-PLUM-101723-HRZ	Region 8 - Plumbing
LDCo., Inc.	CA-R8-GB-101723-LDC	Region 8 - General Building
LDCo., Inc.	CA-R8-P-101723-LDC	Region 8 - Painting
Mackone Development, Inc.	CA-R8-GB-101723-MDI	Region 8 - General Building
Mak Construction & Project Management	CA-R8-GB-101723-MCP	Region 8 - General Building
Mak Construction & Project Management	CA-R8-PLUM-101723-MCP	Region 8 - Plumbing
MDJ Management, LLC	CA-R8-GB-101723-MDJ	Region 8 - General Building
Mesa Energy Systems, Inc.	CA-R8-HVAC-101723-MSA	Region 8 - Mechanical/HVAC
MIK Construction, Inc.	CA-R8-GB-101723-MIK	Region 8 - General Building
QUINCON, INC.	CA-R8-GB-101723-QUI	Region 8 - General Building
Rite-Way Roof Corporation	CA-R8-RW-101723-RWR	Region 8 - Roofing/Waterproofing
SJD&B, Inc.	CA-R8-GB-101723-SJD	Region 8 - General Building
SJD&B, Inc.	CA-R8-PAV-101723-SJD	Region 8 - Paving
SJD&B, Inc.	CA-R8-RW-101723-SJD	Region 8 - Roofing/Waterproofing
Turelk, Inc.	CA-R8-GB-101723-TUR	Region 8 - General Building
Turelk, Inc.	CA-R8-LSC-101723-TUR	Region 8 - Limited Specialty Contracts
Vincor Construction, Inc.	CA-R8-GB-101723-VCI	Region 8 - General Building
Vortex Construction	CA-R8-RW-101723-VTX	Region 8 - Roofing/Waterproofing
World Wide Construction	CA-R8-GB-101723-WWC	Region 8 - General Building
Wyatt Trapp, Inc.	CA-R8-GB-101723-WYT	Region 8 - General Building
ABM Building Solutions, LLC	CA-R9-HVAC-101723-ABL	Region 9 - Mechanical/HVAC
ABM Electrical and Lighting Solutions	CA-R9-E-101723-AEL	Region 9 - Electrical
ACCO Engineered Systems, Inc.	CA-R9-HVAC-101723-AES	Region 9 - Mechanical/HVAC
ACCO Engineered Systems, Inc.	CA-R9-PLUM-101723-AES	Region 9 - Plumbing
Alco Building Solutions	CA-R9-S-101723-ABU	Region 9 - Solar
All Source Coatings, Inc.	CA-R9-GB-101723-ASC	Region 9 - General Building
All Source Coatings, Inc.	CA-R9-P-101723-ASC	Region 9 - Painting
All Source Tile, Inc.	CA-R9-F-101723-ALS	Region 9 - Flooring
Angeles Contractor, Inc.	CA-R9-E-101723-ACI	Region 9 - Electrical
Angeles Contractor, Inc.	CA-R9-PAV-101723-ACI	Region 9 - Paving
Angeles Contractor, Inc.	CA-R9-RW-101723-ACI	Region 9 - Roofing/Waterproofing
Angeles Contractor, Inc.	CA-R9-F-101723-ACI	Region 9 - Flooring
CORE West, Inc.	CA-R9-GB-101723-CRW	Region 9 - General Building



US DOMESTIC PRICEBOOK - 7/9/2024
Sourcwell #101223-AXN

Axon Hardware Equipment Volume	Discount Percentage
1	0%
2-99	1%
100-249	3%
250-499	5%
500-999	7%
1000+	10%

Axon manufactured hardware items base on quantity. These discounts do not apply to third party manufactured items or to Axon services, including Axon evidence subscriptions.

**Product Names are subject to change without notice*

**Annual pricing for bundles, warranties and licenses may reflect a 4% YOY inflation escalator*

**SKU 101283 AI-Assisted Report Writing feature. Axon Enterprise, Inc. may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.*

Product Code	Product Name	List Price Currency	MAX END USER PRICE (24 Standard USD)	Sales Bundle?	Monthly Subscription
11000	AXON TASER X26P - HANDLE - BLACK CLASS 2	USD	\$1,396.00	No	
11001	AXON TASER X26P - HANDLE - YELLOW CLASS 2	USD	\$1,396.00	No	
11002	AXON TASER X26P - HANDLE - BLACK	USD	\$1,396.00	No	
11003	AXON TASER X26P - HANDLE - YELLOW	USD	\$1,396.00	No	
11009	AXON TASER X26P - HANDLE - GREEN CLASS 3R	USD	\$1,396.00	No	
11010	AXON TASER X26P - XPPM SPARE CARTRIDGE BATTERY PACK	USD	\$96.00	No	
11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	USD	\$103.50	No	
11023	AXON TASER X26P - HANDLE - BLUE DEMO LASER POINTER	USD	\$192.55	No	
11026	AXON TASER X26P - HANDLE - BLUE SIMULATOR	USD	\$846.10	No	
11500	AXON TASER X26P - HOLSTER - BLADE TECH - RH	USD	\$88.55	No	
11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	USD	\$88.55	No	
11502	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE RH	USD	\$131.20	No	
11503	AXON TASER X26P - HOLSTER - BLADE TECH - LH	USD	\$88.55	No	
11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	USD	\$88.55	No	
11505	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE LH	USD	\$131.20	No	
11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	USD	\$31.30	No	
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	USD	\$41.75	No	
11509	AXON BODY - BELT CLIP - RAPIDLOCK	USD	\$31.30	No	
11511	AXON FLEET - ROUTER ANTENNA	USD	\$249.00	No	
11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	USD	\$639.00	No	
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	USD	\$1,065.00	No	
11528	AXON FLEX 2 - CAMERA - ONLINE	USD	\$470.00	No	
11529	AXON FLEX 2 - CAMERA - OFFLINE	USD	\$679.00	No	
11532	AXON FLEX 2 - CONTROLLER	USD	\$262.00	No	
11533	AXON FLEX 2 - CABLE - 48 IN COILED STRIGHT TO RT ANG	USD	\$18.30	No	
11534	AXON BODY - CABLE - USB-C TO USB-A (A/B3 OR FLEX2)	USD	\$11.00	No	
11536	AXON FLEX 2 - DOCK - SINGLE BAY PLUS CORE	USD	\$413.00	No	
11537	AXON FLEX 2 - DOCK - SIX BAY PLUS CORE	USD	\$1,563.00	No	
11538	AXON FLEX 2 - DOCK - SINGLE BAY	USD	\$99.00	No	
11539	AXON FLEX 2 - DOCK - SIX BAY	USD	\$1,249.00	No	
11545	AXON FLEX 2 - MOUNT - COLLAR	USD	\$42.85	No	
11546	AXON FLEX 2 - MOUNT - EPAULETTE	USD	\$31.90	No	
11547	AXON FLEX 2 - MOUNT - BALLCAP	USD	\$30.35	No	
11548	AXON FLEX 2 - MOUNT - FLEX 2 UNIVERSAL HELMET	USD	\$28.25	No	
11549	AXON FLEX 2 - MOUNT - TACTICAL SWAT KIT WITH ARC RAIL	USD	\$68.00	No	
11553	AXON BODY - SYNC CABLE - USB-A TO 2.5MM	USD	\$10.45	No	
11554	AXON FLEX 2 - CLIP OAKLEY	USD	\$24.05	No	
11555	AXON FLEX 2 - MOUNT - BALLISTIC VEST	USD	\$32.40	No	
11561	AXON FLEX 2 - C-CLIP ADAPTER	USD	\$12.55	No	
11595	AXON FLEET - AIRGAIN ANT - 5-IN-1 BL MAG 2LTE 2WIFI 1GNSS	USD	\$325.00	No	
11613	AXON FLEET - CRADLEPOINT MC400 MODULAR MODEM	USD	\$708.00	No	
11614	AXON FLEET - CRADLEPOINT COR EXTENSIBILITY DOCK	USD	\$180.00	No	
11615	AXON FLEX 2 - MOUNT - ARC RAIL	USD	\$26.15	No	
11622	AXON FLEET - CRADLEPOINT IBR900-600M-NPS+5YR NETCLOUD	USD	\$1,627.00	No	
11629	AXON FLEET - CRADLEPOINT ROUTER CABLE ASSEMBLY 12V POWER	USD	\$25.00	No	
11630	THIRD PARTY PROVIDED HARDWARE	USD	\$1.00	No	
11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	USD	\$1,449.00	No	
11635	AXON FLEET - CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	USD	\$2,548.00	No	
11636	AXON FLEET - CRADLEPOINT FIPS IBR1700-1200M-B-NPS+5Y NETCLD	USD	\$3,338.00	No	
11638	AXON FLEET - CRADLEPOINT FIPS IBR900-1200M-B-NPS+5YR NETCLD	USD	\$2,630.00	No	
11640	AXON FLEET - CRADLEPOINT ROUTER AC POWER SUPPLY	USD	\$25.00	No	
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	USD	\$213.00	No	
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	USD	\$14.23	No	1
11702	AXON BODY - RAPIDLOCK MOUNT - ACTION CAMERA	USD	\$29.95	No	
11703	AXON BODY - MOUNT - RAPIDLOCK MINI MOLLE	USD	\$29.95	No	
11704	AXON BODY - MOUNT - RAPIDLOCK JACKET	USD	\$31.30	No	
11705	AXON BODY - MOUNT - SLIM RAPIDLOCK	USD	\$31.30	No	
11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	USD	\$31.30	No	
11707	AXON FLEX 2 - MOUNT - OAKLEY FLAK 2.0	USD	\$249.95	No	
11708	AXON FLEX 2 - MOUNT - OAKLEY FLAK 1.0 KIT	USD	\$29.95	No	
11709	AXON BODY - MOUNT - RAPIDLOCK PATCH	USD	\$29.95	No	

12013	AXON AIR - SKYDIO 2/2+ DUAL CHARGER NORTH AMERICA	USD	\$149.00	No	
12014	AXON AIR - DJI MATRICE 300 SERIES SMART CONTROLLER ENT	USD	\$1,250.00	No	
12015	AXON AIR - DRONESENSE IN-PERSON TRAINING	USD	\$2,500.00	No	
12016	AXON AIR - DPGS NIGHT OPS COURSE - TRAINING	USD	\$99.00	No	
12024	AXON AIR - MOBILE STREAMING LICENSE	USD	\$200.00	No	1
12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	USD	\$57.79	No	1
12029	AXON AIR - EVIDENCE.COM LICENSE - BASIC ACCESS	USD	\$22.20	No	1
12115	AXON AIR - DJI MATRICE 300 PART10-DUAL GIMBAL CONNECTOR	USD	\$250.00	No	
12120	AXON AIR - DJI GL60 MATRICE SPOTLIGHT	USD	\$2,500.00	No	
12122	AXON AIR - DJI MATRICE 300 RTK (NA) SP PLUS	USD	\$13,199.00	No	
12125	AXON AIR - DJI MATRICE 300 TB60 INTELLIGENT FLIGHT BATTERY	USD	\$700.00	No	
12126	AXON AIR - DJI MATRICE 300 PROPELLER	USD	\$120.00	No	
12127	AXON AIR - DJI ZENMUSE H20	USD	\$3,849.00	No	
12128	AXON AIR - DJI ZENMUSE H20T	USD	\$11,799.00	No	
12221	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ COLOR/THERMAL)	USD	\$14,499.00	No	
12222	AXON AIR - SKYDIO X2 DUAL CHARGER	USD	\$439.00	No	
12223	AXON AIR - SKYDIO WALL ADAPTER 100W NORTH AMERICA	USD	\$69.00	No	
12224	AXON AIR - SKYDIO X2 BATTERY	USD	\$369.00	No	
12225	AXON AIR - SKYDIO X2 SPARE PROP BLADES	USD	\$129.00	No	
12226	AXON AIR - SKYDIO X2 TACTICAL SOFT CASE	USD	\$189.00	No	
12227	AXON AIR - SKYDIO X2 ADMIN HARD CASE	USD	\$449.00	No	
12228	AXON AIR - SANDISK 256GB EXTREME MICRO SD (SKYDIO)	USD	\$69.00	No	
12230	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E	USD	\$166.58	No	1
12232	AXON AIR - SKYDIO 3D SCAN FOR X2E	USD	\$349.92	No	1
12234	AXON AIR - SKYDIO CONNECT LICENSE	USD	\$166.58	No	1
12301	AXON AIR - DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	USD	\$149.00	No	
12302	AXON AIR - DJI MAVIC 2 PART 10 BATTERY CHARGING HUB	USD	\$89.00	No	
12303	AXON AIR - DJI MAVIC 2 PART 13 LOW-NOISE PROPELLER (PAIR)	USD	\$15.00	No	
12305	AXON AIR - DJI MAVIC 2 PART 11 CAR CHARGER	USD	\$79.00	No	
12306	AXON AIR - DJI MAVIC 2 PART 14 PROPELLER GUARD	USD	\$31.00	No	
12325	AXON AIR - IPAD MINI	USD	\$450.00	No	
12326	AXON AIR - DPGS PART 107 TRAINING: 2 YR ACCESS	USD	\$200.00	No	
12343	AXON AIR - DJI WB37 INTELLIGENT BATTERY	USD	\$59.00	No	
12344	AXON AIR - FOTOKITE CONNECT LICENSE	USD	\$275.00	No	1
12346	AXON AIR - FOTOKITE SIGMA MOBILE	USD	\$37,078.00	No	
12348	AXON AIR - DJI MAVIC 2 ENTERPRISE IPAD HOLDER	USD	\$10.00	No	
12349	AXON AIR - DJI MAVIC 2 ENTERPRISE IPAD CHARGING CABLE	USD	\$6.00	No	
13025	AXON BODY - MOUNT - CUSTOM	USD	\$52.25	No	
13030	AXON BODY 3 - MAGNETIC DOCK - CLICKFAST M6.4 PATTERN	USD	\$22.70	No	
20004	AXON TASER - CARTRIDGE - SOFT CONTACT LIVE SIM TRNG SMART	USD	\$49.92	No	
20006	AXON TASER X2 - HOLSTER - BLADE-TECH RH LARGE TMMS INNER	USD	\$118.70	No	
20007	AXON TASER X2 - HOLSTER - BLADE-TECH LH LARGE TMMS INNER	USD	\$118.70	No	
20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	USD	\$2,097.00	No	
20009	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 2	USD	\$2,097.00	No	
20018	AXON TASER - BATTERY PACK - TACTICAL	USD	\$110.00	No	
20019	AXON TASER - BATTERY PACK - COMPACT	USD	\$110.00	No	
20020	AXON TASER 7 - BATTERY PACK - NON-RECHARGEABLE	USD	\$79.93	No	
20022	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R GREEN	USD	\$2,097.00	No	
20027	AXON TASER - BATTERY PACK - DISCONNECT	USD	\$147.15	No	
20028	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP SO (3.5 DEGREE)	USD	\$67.30	No	
20029	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP CQ (12 DEG)	USD	\$67.30	No	
20033	AXON TASER - DISCONNECT BATTERY WRIST STRAP AND KEY RING	USD	\$11.45	No	
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	USD	\$889.46	No	
20056	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT KIT SHIELD	USD	\$45.65	No	
20058	AXON TASER 7 - CARTRIDGE CARRIER - S.O. TECH POUCH SOFT	USD	\$22.80	No	
20059	AXON TASER 7 - CARTRIDGE CARRIER - SAFARILAND	USD	\$25.70	No	
20060	AXON TASER 7 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$94.90	No	
20061	AXON TASER 7 - HOLSTER - BLADE-TECH RH	USD	\$94.90	No	
20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	USD	\$94.90	No	
20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	USD	\$81.35	No	
20064	AXON TASER - TASER 7 SAFETY CLIP	USD	\$9.50	No	
20066	AXON TASER 7 - HOLSTER - BLADE-TECH LH	USD	\$94.90	No	
20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	USD	\$94.90	No	
20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	USD	\$80.10	No	
20104	AXON TASER 7 - TRADE-IN UPFRONT PURCHASE	USD	\$0.00	No	
20133	AXON TASER - IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	\$0.00	No	
20157	AXON TASER - HARD CASE - 15.2X12X4.5 EGG CRATE FOAM	USD	\$91.25	No	
20158	AXON TASER 7 - HOLSTER - BLADE-TECH RH WITH INNER TMMS	USD	\$94.90	No	
20159	AXON TASER 7 - HOLSTER - BLADE-TECH LH WITH INNER TMMS	USD	\$94.90	No	
20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	USD	\$94.90	No	
20161	AXON TASER 7 - HOLSTER - SAFARILAND LH+CART CARRIER	USD	\$94.90	No	
20162	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS RH+CART CARR	USD	\$90.15	No	
20163	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS LH+CART CARR	USD	\$90.15	No	
20164	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE RH+CART CARR	USD	\$94.90	No	
20165	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE LH+CART CARR	USD	\$94.90	No	
20168	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE RH	USD	\$80.10	No	
20169	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE LH	USD	\$80.10	No	
20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	USD	\$26.75	No	
20187	AXON TASER - HOLSTER ATCH - BLADE-TECH TMMS OUT LG MOLLE-LOK	USD	\$39.20	No	

20212	TRUE UP - TASER 7 CQ BASIC TRUE-UP SKU	USD	\$32.25	No	1
20213	AXON TASER 7 CQ - HANDLE - CLASS 3R	USD	\$1,712.00	No	
20214	AXON TASER 7 CQ - HANDLE - CLASS 2	USD	\$1,712.00	No	
20226	TRUE UP - TASER 7 CQ BUDGET TRUE-UP SKU	USD	\$37.25	No	1
20231	TRUE UP - TASER 7 CQ DOCK TRUE-UP SKU	USD	\$42.25	No	1
20233	TRUE UP - TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT	USD	\$12.25	No	1
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	USD	\$4,984.00	No	
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	USD	\$51.00	No	1
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$3.84	No	1
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
20248	AXON TASER - EVIDENCE.COM LICENSE	USD	\$7.40	No	1
20268	TRUE UP - TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP	USD	\$54.00	No	1
20279	TRUE UP - T7 CERT PLUS VR TRUE UP PAYMENT	USD	\$61.25	No	1
20281	AXON TASER - T7CQ DOCK YEAR 6-10 HARDWARE	USD	\$3,187.00	No	
20283	TRUE UP - TASER 7 CQ DOCK YEAR 6-10 TRUE UP	USD	\$55.40	No	1
20291	AXON TASER - SAFARILAND STANDARD CART CARRIER - BELT LOOP	USD	\$55.20	No	
20292	AXON TASER - SAFARILAND THIGH RIG MOUNT	USD	\$91.40	No	
20293	AXON TASER - SAFARILAND BELT CLIP	USD	\$39.95	No	
20340	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	\$27.00	No	1
20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	\$21.50	No	1
20342	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	\$65.75	No	1
20343	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	\$59.75	No	1
20347	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	\$20.75	No	1
20348	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	\$12.50	No	1
20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	USD	\$31.31	No	1
20371	AXON VR - FULL VR TASER CERTIFICATION UPGRADE USER ACCESS	USD	\$28.47	No	1
20373	AXON VR - TAP REFRESH 1 - HEADSET	USD	\$2,156.30	No	
20374	AXON VR - TAP REFRESH 2 - HEADSET	USD	\$2,244.00	No	
20375	AXON VR - TAP REFRESH 3 - HEADSET	USD	\$2,329.20	No	
20378	AXON VR - HEADSET - HTC FOCUS 3	USD	\$1,993.00	No	
20416	TRUE UP - UNLIMITED 7 PLUS 1	USD	\$18.75	No	1
20417	TRUE UP - UNLIMITED 7 PLUS 2	USD	\$18.75	No	1
20419	TRUE UP - UNLIMITED 7 PLUS 4	USD	\$21.10	No	1
20433	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 1	USD	\$15.50	No	1
20434	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 2	USD	\$34.75	No	1
20466	TRUE UP - TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	\$17.25	No	1
20470	TRUE UP - UNLIMITED 7 + TRUE UP 1	USD	\$15.50	No	1
20472	TRUE UP - UNLIMITED 7 + 10Y TRUE UP 1	USD	\$10.25	No	1
20479	TRUE UP - UNLIMITED 7 TRUE UP 1	USD	\$15.75	No	1
20481	TRUE UP - UNLIMITED 7 10Y TRUE UP 1	USD	\$9.25	No	1
20505	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 1	USD	\$22.25	No	1
20506	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 2	USD	\$16.25	No	1
20507	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 3	USD	\$58.75	No	1
20508	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 4	USD	\$52.75	No	1
20525	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 1	USD	\$65.50	No	1
20526	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 2	USD	\$60.50	No	1
20554	AXON TASER X2 - UNLIMITED DUTY CARTRIDGES	USD	\$11.46	No	1
20555	AXON TASER X26 - UNLIMITED DUTY CARTRIDGES	USD	\$12.03	No	1
20568	TRUE UP - UNLIMITED + PREMIUM TRUE UP 1	USD	\$19.00	No	1
20569	TRUE UP - UNLIMITED + PREMIUM TRUE UP 2	USD	\$41.95	No	1
22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	USD	\$87.20	No	
22011	AXON TASER - X2/X26P BATTERY PACK - APPM AUTOMATIC SHUT DOWN	USD	\$104.80	No	
22012	AXON TASER - X2/X26P BATTERY PACK - TPPM TACTICAL PINKY EXT	USD	\$87.20	No	
22013	AXON TASER - X2/X26P - DATAPORT DOWNLOAD KIT USB	USD	\$282.00	No	
22018	AXON TASER - GRIP - HOGUE PACKAGED	USD	\$25.45	No	
22023	AXON TASER X2 - HANDLE - BLUE DEMO LASER POINTER	USD	\$261.50	No	
22026	AXON TASER X2 - HANDLE - BLUE SIMULATOR	USD	\$1,092.05	No	
22037	AXON TASER X2 - REFLECTIVE SIDE LABEL	USD	\$14.75	No	
22038	AXON TASER X26P - REFLECTIVE SIDE LABEL	USD	\$13.90	No	
22155	AXON TASER X2 - CARTRIDGE - INERT SIMULATION	USD	\$65.65	No	
22157	AXON TASER X2 - CARTRIDGE - 25 FT NON-CONDUCTIVE TRNG SMART	USD	\$49.92	No	
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	USD	\$40.25	No	
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	USD	\$40.25	No	
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	USD	\$40.25	No	
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	USD	\$40.25	No	
22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	USD	\$53.50	No	
22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	USD	\$53.50	No	
22184	AXON TASER X2 - CARTRIDGE - 15 FT SMART NS	USD	\$49.92	No	
22185	AXON TASER X2 - CARTRIDGE - 25 FT SMART NS	USD	\$49.92	No	
22188	AXON TASER - X26/X26P CARTRIDGE - 15 FT STANDARD NS	USD	\$43.30	No	
22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	USD	\$43.30	No	
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	USD	\$43.30	No	
22500	AXON TASER X2 - HOLSTER - BLADE-TECH RH	USD	\$106.00	No	
22501	AXON TASER X2 - HOLSTER - BLACKHAWK RH	USD	\$109.00	No	
22502	AXON TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE RH	USD	\$138.05	No	
22503	AXON TASER X2 - HOLSTER - BLADE-TECH LH	USD	\$106.00	No	
22504	AXON TASER X2 - HOLSTER - BLACKHAWK LH	USD	\$109.00	No	
22505	AXON TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE LH	USD	\$138.05	No	
22507	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN RH	USD	\$138.05	No	

22508	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN LH	USD	\$138.05	No	
22510	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN RH	USD	\$131.20	No	
22511	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN LH	USD	\$131.20	No	
22512	AXON TASER X26P - HOLSTER - SAFARILAND QLS W/MOLLE RH	USD	\$108.00	No	
22513	AXON TASER X26P - HOLSTER - SAFARILAND QLS WITH MOLLE LH	USD	\$108.00	No	
26700	AXON TASER X26 - BATTERY PACK - DPM	USD	\$58.55	No	
26762	AXON TASER - USB DOWNLOAD KIT - TASER CAM HD	USD	\$20.70	No	
26764	AXON TASER - REPLACEMENT BATTERY KIT - TASER CAM HD	USD	\$78.50	No	
26802	AXON TASER - HOLSTER - 2ACH DUAL CARTRIDGE	USD	\$36.75	No	
26820	AXON TASER - TASER CAM - AS TCHD	USD	\$688.00	No	
30053	AXON TASER - TASER BELT CLIP - RIGHT TMMS OUTER	USD	\$29.65	No	
33112	AXON TASER - CARTRIDGE - SMART INERT W/ALLIGATOR CLIP	USD	\$49.92	No	
33212	AXON TASER - BELTCLIP - UNIVERSAL TEK-LOK	USD	\$12.65	No	
33520	AXON TASER - RMA REPAIR	USD	\$70.00	No	
39066	AXON TASER - PULSE	USD	\$399.00	No	
44205	AXON TASER - X26/X26P CARTRIDGE - 21 FT NON-CONDUCTIVE TRNG	USD	\$43.30	No	
44415	AXON TASER - SIM SUIT - HELMET BLACK	USD	\$147.40	No	
44416	AXON TASER - SIM SUIT - GLOVES BLACK (SET)	USD	\$83.35	No	
44550	AXON TASER - ENHANCED SIM SUIT - MODEL II	USD	\$939.50	No	
44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	USD	\$495.00	No	
44952	AXON TASER X26E - HOLSTER - BLADE-TECH WITH TEK-LOK RH	USD	\$59.65	No	
44953	AXON TASER X26E - HOLSTER - BLADE-TECH WITH TEK-LOK LH	USD	\$59.65	No	
44966	AXON TASER X26 - CARTRIDGE HOLDER	USD	\$42.50	No	
44972	AXON TASER X26 - HOLSTER - BLACKHAWK 44H015BK-R-B RH	USD	\$59.65	No	
44973	AXON TASER X26 - HOLSTER - BLACKHAWK 44H015BK-L-B LH	USD	\$59.65	No	
50030	AXON INTERVIEW - INSTALLATION - MOBILE KIT REMOTE	USD	\$1,575.00	No	
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	USD	\$1,500.00	No	
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	USD	\$37.01	No	1
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	USD	\$1,750.00	No	
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	USD	\$43.27	No	1
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	USD	\$146.60	No	1
50091	AXON LOCAL - PRO LICENSE PERPETUAL	USD	\$1,100.00	No	
50092	AXON LOCAL - PRO SUPPORT AND MAINTENANCE	USD	\$34.02	No	1
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	USD	\$397.51	No	
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	USD	\$552.55	No	
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	USD	\$243.31	No	
50200	AXON - ONSITE TECHNICAL ACCOUNT MANAGER	USD	\$31,739.85	No	1
50203	AXON EVIDENCE - PSO - FIELD ENGINEERING PER DAY MATERIALS	USD	\$1,500.00	No	
50211	AXON LOCAL - CAMERA LICENSE SMA PERPETUAL	USD	\$11.10	No	1
50216	AXON INTERVIEW - AXIS NETWORK AUDIO BRIDGE - AUDIO EXTENDER	USD	\$360.00	No	
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	USD	\$685.49	No	
50220	AXON INTERVIEW - POE SWITCH - 8 PORT	USD	\$1,137.03	No	
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	USD	\$2,278.81	No	
50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	USD	\$5,900.00	No	
50249	AXON LOCAL - SSL CERTIFICATE	USD	\$1.25	No	1
50251	AXON INTERVIEW - AXIS F0125 SENSOR UNIT 12 METER CABLE	USD	\$325.00	No	
50254	AXON INTERVIEW - AXIS F1005-E SENSOR UNIT 12 METER CABLE	USD	\$325.00	No	
50258	AXON INTERVIEW - IO MODULE CABINET	USD	\$357.07	No	
50260	AXON INTERVIEW - AUDIO EXT CABLE - 3.5MM M/F STEREO 50 FT	USD	\$10.00	No	
50263	AXON INTERVIEW - PANEL MOUNT LED - 24VDC WHITE	USD	\$36.50	No	
50265	AXON INTERVIEW - IO RED LED	USD	\$34.33	No	
50266	AXON LOCAL - SOFTWARE INSTALLATION AND TRAINING	USD	\$3,000.00	No	
50267	AXON INTERVIEW - IO MODULE	USD	\$580.92	No	
50290	AXON LOCAL - TASER 7 PERPETUAL LICENSE	USD	\$360.00	No	
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	USD	\$1,231.88	No	
50294	AXON INTERVIEW - SERVER - LITE	USD	\$3,722.47	No	
50295	AXON INTERVIEW - SERVER - PRO	USD	\$7,668.11	No	
50298	AXON INTERVIEW - CAMERA - OVERT DOME	USD	\$992.92	No	
50300	AXON DISPATCH - LICENSE	USD	\$74.01	No	1
50306	AXON DISPATCH - LICENSE - PATROL	USD	\$59.21	No	1
50307	AXON DISPATCH - USER LICENSE	USD	\$74.01	No	1
50322	AXON INTERVIEW - TOUCH PANEL PRO	USD	\$3,286.23	No	
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	USD	\$1,000.00	No	
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	USD	\$500.00	No	
50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	USD	\$500.00	No	
50433	AXON INTERVIEW - IO PUSH BUTTON	USD	\$89.33	No	
50448	AXON INTERVIEW - EXT WARRANTY	USD	\$38.43	No	1
50470	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 1 ROOM TRUE UP	USD	\$164.10	No	1
50471	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 2 ROOM TRUE UP	USD	\$275.70	No	1
50472	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 3 ROOM TRUE UP	USD	\$387.30	No	1
50473	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 4 ROOM TRUE UP	USD	\$498.90	No	1
50474	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 5 ROOM TRUE UP	USD	\$610.50	No	1
50475	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 1 ROOM TRUE UP	USD	\$184.85	No	1
50476	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 2 ROOM TRUE UP	USD	\$317.20	No	1
50477	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 3 ROOM TRUE UP	USD	\$449.55	No	1
50478	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 4 ROOM TRUE UP	USD	\$581.90	No	1
50479	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 5 ROOM TRUE UP	USD	\$714.20	No	1
50480	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM	USD	\$247.60	No	1
50481	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 2 ROOM	USD	\$384.15	No	1

50482	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM	USD	\$520.70	No	1
50483	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 4 ROOM	USD	\$657.25	No	1
50484	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM	USD	\$793.80	No	1
50485	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 1 ROOM	USD	\$268.30	No	1
50486	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 2 ROOM	USD	\$425.60	No	1
50487	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 3 ROOM	USD	\$582.90	No	1
50488	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 4 ROOM	USD	\$740.20	No	1
50489	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM	USD	\$897.50	No	1
70027	AXON - ECOM DOCK CORE	USD	\$314.00	No	
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	USD	\$43.90	No	
70040	AXON BODY 2 - DOCK - SIX BAY EVIDENCE.COM DESK PLATE	USD	\$35.00	No	
70112	AXON SIGNAL - SIGNAL UNIT	USD	\$279.00	No	
70116	AXON TASER - X2/X26P BATTERY PACK - SPPM SIGNAL CONNECTED	USD	\$121.80	No	
70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	USD	\$25.00	No	
70976	AXON TASER - SAFETY GLASSES	USD	\$6.30	No	
71014	AXON BODY - REPLACEMENT BATTERY SCREWDRIVER KIT	USD	\$6.70	No	
71015	AXON BODY 3 - DOCK POWER SUPPLY - SINGLE BAY INTL	USD	\$10.00	No	
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	USD	\$11.77	No	
71023	AXON FLEET 1 - CABLE ASSEMBLY - BATTER BOX TO CAMERA	USD	\$15.00	No	
71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	USD	\$30.35	No	
71029	AXON SIGNAL - SIDEARM HARDWARE PACK A	USD	\$0.75	No	
71030	AXON SIGNAL - SIDEARM HARDWARE PACK B	USD	\$0.75	No	
71031	AXON SIGNAL - SIDEARM HARDWARE PACK C	USD	\$0.75	No	
71032	AXON SIGNAL - SIDEARM HARDWARE PACK D	USD	\$0.75	No	
71033	AXON SIGNAL - SIDEARM HARDWARE PACK E	USD	\$1.25	No	
71034	AXON SIGNAL - SIDEARM HARDWARE PACK F	USD	\$1.25	No	
71037	AXON FLEX 2 - MOUNT - LOW RIDER HEADBAND	USD	\$30.35	No	
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	USD	\$1.00	No	
71079	AXON FLEET 2 - CAMERA SYSTEM - FRONT	USD	\$380.00	No	
71080	AXON FLEET 2 - CAMERA MOUNT - FRONT	USD	\$20.00	No	
71081	AXON FLEET 2 - CAMERA SYSTEM - REAR WITH MOUNT	USD	\$380.00	No	
71082	AXON FLEET 2 - CAMERA CONTROLLER - REAR	USD	\$180.00	No	
71083	AXON FLEET 2 - CONTOLLER MOUNT - REAR CAMERA	USD	\$20.00	No	
71084	AXON FLEET 2 - JUNCTION BOX	USD	\$80.00	No	
71085	AXON FLEET 2 - CABLE ASSEMBLY - BATTERY BOX TO CAMERA	USD	\$15.00	No	
71086	AXON FLEET - WIRELESS MICROPHONE	USD	\$240.00	No	
71087	AXON FLEET - WIRELESS MICROPHONE CHARGING DOCK	USD	\$40.00	No	
71088	AXON FLEET 2 - KIT	USD	\$1,560.00	No	
71100	AXON FLEET 2 - CABLE ASSEMBLY - POWER HARNESS	USD	\$15.00	No	
71101	AXON FLEET 2 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	\$1,000.00	No	
71102	AXON FLEET 2 - LAPEL MICROPHONE LICENSEORY	USD	\$12.00	No	
71103	AXON FLEET 2 - MICROPHONE 2.5MM JACK PLUG	USD	\$3.00	No	
71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	USD	\$10.00	No	
71107	AXON FLEET 2 - FERRITE CORE	USD	\$6.15	No	
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	USD	\$249.00	No	
71201	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS WH	USD	\$249.00	No	
71202	AXON FLEET - AIRGAIN ANT - 2-IN-1 2WIFI INTERIOR	USD	\$90.00	No	
71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	USD	\$349.00	No	
71204	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNSS BL	USD	\$399.00	No	
71205	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G BL	USD	\$299.00	No	
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	USD	\$18.60	No	
72000	AXON FLEET 3 - DUAL VIEW CAMERA	USD	\$585.00	No	
72001	AXON FLEET 3 - DUAL VIEW CAMERA - WINDSHIELD MOUNT	USD	\$20.00	No	
72002	AXON FLEET 3 - INTERIOR CAMERA INTERIOR MOUNT	USD	\$20.00	No	
72010	AXON FLEET 3 - HUB	USD	\$1,285.00	No	
72011	AXON FLEET 3 - HUB TRUNK MOUNT	USD	\$20.00	No	
72012	AXON FLEET 3 - HUB AC POWER SUPPLY	USD	\$100.00	No	
72013	AXON FLEET 3 - HUB CABLE ASSEMBLY POWER	USD	\$100.00	No	
72020	AXON FLEET 3 - WIRELESS MIC	USD	\$295.00	No	
72022	AXON FLEET 3 - WIRELESS MIC CHARGING BASE	USD	\$225.00	No	
72024	AXON FLEET 3 - WIRELESS MIC CHARGING BASE - REMOTE ANTENNA	USD	\$75.00	No	
72025	AXON FLEET 3 - WIRELESS MIC - LAPEL MIC	USD	\$20.00	No	
72026	AXON FLEET 3 - WIRELESS MIC - AC POWER POE INJECTOR	USD	\$50.00	No	
72030	AXON FLEET - CABLE - ETHERNET CAT6 6 FT	USD	\$15.00	No	
72031	AXON FLEET - CABLE - ETHERNET CAT6 15 FT	USD	\$25.00	No	
72032	AXON FLEET - CABLE - ETHERNET CAT6 20 FT	USD	\$25.00	No	
72033	AXON FLEET - AIRGAIN ANT - 3-IN-1 2WIFI 1GNSS INTERIOR	USD	\$75.00	No	
72034	AXON FLEET 3 - SIM INSERTION - VZW	USD	\$15.00	No	
72035	AXON FLEET 3 - WIRELESS MIC KIT	USD	\$702.60	No	
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	USD	\$2,695.00	No	
72037	AXON FLEET 3 - INTERIOR CAMERA	USD	\$500.00	No	
72038	AXON FLEET 3 - HUB CONSOLE MOUNT - GAMBER JOHNSON	USD	\$42.00	No	
72039	AXON FLEET 3 - HUB CONSOLE MOUNT - HAVIS	USD	\$42.00	No	
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	USD	\$3,058.00	No	
72041	AXON FLEET 3 - TAP REFRESH - DUAL VIEW CAMERA	USD	\$664.00	No	
72042	AXON FLEET 3 - TAP REFRESH - INTERIOR CAMERA	USD	\$567.00	No	
72043	AXON FLEET 2 - HUB REFRESH	USD	\$1,458.00	No	
72044	AXON FLEET 2 - WIRELESS MIC REFRESH	USD	\$335.00	No	
72045	AXON FLEET 3 - CHARGING BASE REFRESH	USD	\$255.00	No	

72046	AXON FLEET 2 - WIRELESS MIC KIT REFRESH	USD	\$797.00	No	
72048	AXON FLEET 3 - SIM INSERTION - ATT	USD	\$15.00	No	
72049	AXON FLEET 3 - SIM INSERTION - TMO	USD	\$15.00	No	
73004	AXON BODY - WALL CHARGER USB SYNC CABLE - FLEX	USD	\$15.00	No	
73020	AXON FLEX - UNIVERSAL MAGNET CLIP FLEX	USD	\$8.00	No	
73082	AXON BODY - WALL WART - 2 USB 2.1/1.0 AMP CHARGER	USD	\$14.95	No	
73092	AXON - VIEWER ANDROID TABLET	USD	\$261.00	No	
73104	AXON - VIEWER STANDARD ANDROID	USD	\$282.00	No	
73110	AXON BODY 2 - TRAINING CAMERA - NON FUNCTIONAL	USD	\$99.00	No	
73111	AXON BODY 2 - CAMERA - ONLINE BLK AV FIXED KICKFAST	USD	\$522.00	No	
73112	AXON BODY 2 - CAMERA - ONLINE BLK AV	USD	\$522.00	No	
73122	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION	USD	\$93.00	No	1
73125	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	USD	\$136.75	No	1
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	USD	\$789.00	No	
73209	AXON BODY 3 - CAMERA - NA10 CANADA BLK RAPIDLOCK	USD	\$789.00	No	
73218	AXON BODY 3 - CAMERA - NA10 US ENTERPRISE BLK RAPIDLOCK	USD	\$789.00	No	
73309	AXON BODY - TAP REFRESH 1 - CAMERA	USD	\$918.00	No	
73310	AXON BODY - TAP REFRESH 2 - CAMERA	USD	\$963.00	No	
73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	USD	\$248.00	No	
73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	USD	\$260.00	No	
73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	USD	\$267.00	No	
73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	USD	\$271.00	No	
73345	AXON BODY - TAP REFRESH 3 - CAMERA	USD	\$991.00	No	
73346	AXON BODY - TAP REFRESH 4 - CAMERA	USD	\$1,006.00	No	
73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	USD	\$1,862.00	No	
73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	USD	\$1,890.00	No	
73352	TRUE UP - BWC HARDWARE FINANCING	USD	\$23.30	No	1
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	USD	\$0.00	No	1
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	USD	\$1,700.00	No	
73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	\$1,700.00	No	
73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	USD	\$1,700.00	No	
73394	AXON FLEET 2 - INSTALLATION - REFRESH (PER VEHICLE)	USD	\$600.00	No	
73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	USD	\$20.78	No	1
73449	AXON RESPOND - LICENSE	USD	\$7.40	No	1
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	USD	\$14.23	No	1
73618	AXON COMMUNITY REQUEST	USD	\$14.23	No	1
73632	TRUE UP - TASER 7 BASIC TRUE UP	USD	\$6.00	No	1
73638	AXON STANDARDS - LICENSE	USD	\$14.23	No	1
73680	AXON RESPOND PLUS - LICENSE	USD	\$28.18	No	1
73681	AXON RECORDS	USD	\$55.51	No	1
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	USD	\$14.23	No	1
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	USD	\$0.85	No	1
73684	AXON EVIDENCE - STORAGE - 10GB ARCHIVAL A LA CARTE	USD	\$0.21	No	1
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	USD	\$35.58	No	1
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	USD	\$1,810.00	No	
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	USD	\$1,724.00	No	
73739	AXON PERFORMANCE - LICENSE	USD	\$14.23	No	1
73746	AXON EVIDENCE - ECOM LICENSE - PRO	USD	\$56.93	No	1
73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	USD	\$57.79	No	1
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	USD	\$21.35	No	1
73843	TRUE UP - UNLIMITED EVIDENCE.COM TAP BUNDLE YEAR 1	USD	\$35.85	No	1
73844	TRUE UP - UNLIMITED EVIDENCE.COM TAP BUNDLE YEAR 3	USD	\$12.25	No	1
73849	AXON EVIDENCE - PSO - IMPLEMENTATION ADV USER MANAGEMENT	USD	\$10,000.00	No	
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	USD	\$30,000.00	No	
73926	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	\$158.50	No	1
73932	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	\$231.25	No	1
73942	TRUE UP - OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	USD	\$54.00	No	1
73950	TRUE UP - OFFICER SAFETY PLAN 7 PLUS PLUS TRUE UP PAYMENT 2	USD	\$86.25	No	1
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	USD	\$26.25	No	1
73977	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 2	USD	\$22.75	No	1
73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	USD	\$26.25	No	1
73984	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 2	USD	\$20.75	No	1
74001	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK	USD	\$522.00	No	
74004	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE BLK	USD	\$731.00	No	
74006	AXON BODY 2 - CAMERA BATTERY PACK - BLK	USD	\$40.80	No	
74008	AXON BODY 2 - DOCK - SIX BAY PLUS CORE	USD	\$1,667.00	No	
74009	AXON BODY 2 - DOCK - SINGLE BAY PLUS CORE	USD	\$440.00	No	
74010	AXON BODY 2 - DOCK - SIX BAY	USD	\$1,249.00	No	
74011	AXON BODY 2 - DOCK - SINGLE BAY	USD	\$99.00	No	
74018	AXON BODY - MOUNT - Z-BRACKET MENS RAPIDLOCK	USD	\$31.30	No	
74019	AXON BODY - MOUNT - Z-BRACKET WOMENS RAPIDLOCK	USD	\$31.30	No	
74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	USD	\$31.30	No	
74021	AXON BODY - MOUNT - MAGNET THICK OUTERWEAR RAPIDLOCK	USD	\$31.30	No	
74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	USD	\$31.30	No	
74023	AXON BODY - MOUNT - LG POCKET 6 IN RAPIDLOCK	USD	\$31.30	No	
74024	AXON FLEET - BATTERY SYSTEM	USD	\$100.00	No	
74025	AXON FLEET - MOUNT ASSEMBLY	USD	\$83.75	No	
74026	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK CLICKFAST	USD	\$522.00	No	
74027	AXON FLEET - DONGLE	USD	\$15.65	No	

Exhibit A - Sourcewell Contract No. 101223-AXN

74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	USD	\$31.30	No	
74029	AXON BODY 2 - CAMERA ASSEMBLY - 5GHZ WIFI DISABLED	USD	\$522.00	No	
74032	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE YLW	USD	\$522.00	No	
74033	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE YLW	USD	\$731.00	No	
74034	AXON BODY - MOUNT - TILT MOUNT, AXON RAPIDLOCK	USD	\$31.30	No	
74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	USD	\$31.35	No	
74036	AXON BODY - MOUNT - RAPIDLOCK ANCHOR HORIZONTAL	USD	\$31.35	No	
74037	AXON TASER X2 - HARD CASE AND FOAM	USD	\$179.45	No	
74052	AXON FLEX 2 - CABLE ASSEMBLY - 2 WEARABLE 6 IN	USD	\$14.30	No	
74053	AXON FLEX - ADAPTER - FLEX 1 TO FLEX 2 DVR MOUNT	USD	\$13.60	No	
74054	AXON BODY - MOUNT - RAPIDLOCK VELCRO	USD	\$19.90	No	
74055	AXON INTERVIEW - ENCLOSURE - FIRE STROBE	USD	\$235.67	No	
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	USD	\$245.55	No	
74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	USD	\$244.01	No	
74063	AXON FLEET 2 - INSTALLATION - NEW (PER VEHICLE)	USD	\$1,600.00	No	
74066	AXON FLEET - INSTALLATION - WI-FI OFFLOAD SERVER	USD	\$1,500.00	No	
74074	AXON FLEET - WI-FI OFFLOAD SERVER HARDWARE	USD	\$3,500.00	No	
74111	AXON EVIDENCE - PSO - FIELD ENGINEERING DAY RATE TRAVEL	USD	\$5,250.00	No	
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	USD	\$132.00	No	
74118	AXON INTERVIEW - ENCLOSURE - THERMOSTAT	USD	\$238.67	No	
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	USD	\$1,689.32	No	
74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	USD	\$649.00	No	
74208	AXON TASER - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	USD	\$398.05	No	
74209	AXON TASER - SIX BAY BATTERY DATAPORT	USD	\$1,368.50	No	
74210	AXON BODY 3 - DOCK - EIGHT BAY	USD	\$1,595.00	No	
74211	AXON BODY 3 - DOCK - SINGLE BAY	USD	\$229.00	No	
74214	AXON BODY 3 - DOCK - EIGHT BAY WITHOUT POWER SUPPLY	USD	\$1,595.00	No	
74300	AXON - FLOCK SAFETY ALPR CAMERA SYSTEM ANNUAL	USD	\$2,500.00	No	
74302	AXON - FLOCK SAFETY INSTALLATION ALPR CAMERA SYSTEM	USD	\$350.00	No	
74310	AXON - FLOCK CAMERA REFERRAL	USD	\$37.50	No	1
75001	AXON SIGNAL - SIDEARM ADHESIVE MOUNT REMOVAL KIT	USD	\$1.55	No	
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	USD	\$1,999.00	No	
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	USD	\$3,000.00	No	
75020	AXON SIGNAL - CROUZET BM1R16MV1 - SIGNAL SIR	USD	\$65.00	No	
75021	AXON FLEET - DIN RAIL SIGNAL SIR	USD	\$4.00	No	
75022	AXON BODY 3 - RAPIDLOCK SCREW REPAIR KIT	USD	\$10.00	No	
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	USD	\$3,000.00	No	
80002	AXON TASER - TARGET - PAPER CONDUCTIVE INK CIVILIAN	USD	\$11.55	No	
80004	AXON TASER - TARGET - CONDUCTIVE 2 PART TOP AND BOTTOM	USD	\$44.25	No	
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	USD	\$177.89	No	
80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	USD	\$171.10	No	
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	USD	\$88.97	No	
80100	AXON TASER - LASER ENGRAVING	USD	\$6.50	No	
80129	AXON FLEET - INSTALL - SIGNAL/ROUTER/RADAR (PER VEHICLE)	USD	\$650.00	No	
80146	AXON BODY - PSO - VIRTUAL STARTER	USD	\$2,000.00	No	
80179	TRUE UP - FLEET 2 TAP	USD	\$58.00	No	1
80190	AXON EVIDENCE - CHANNEL SERVICES	USD	\$50,000.00	No	
80214	AXON EVIDENCE - STORAGE - FLEET	USD	\$50.39	No	1
80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	USD	\$74.01	No	1
80221	AXON EVIDENCE - ECOM LICENSE - FLEET	USD	\$42.98	No	1
80225	AXON EVIDENCE - DEMS INTEGRATION SUPPORT	USD	\$593.04	No	Yes
80227	AXON RESPOND - VIEW ONLY ACCESS	USD	\$0.00	No	1
80275	AXON LOCAL - PRO LICENSE SMA	USD	\$34.02	No	1
80277	AXON LOCAL - PRO LICENSE TERM	USD	\$57.79	No	1
80279	AXON LOCAL - PERPETUAL CAMERA LICENSE	USD	\$360.00	No	
80283	AXON LOCAL - TASER 7 TERM LICENSE	USD	\$7.40	No	1
80285	AXON LOCAL - TASER 7 PERPETUAL LICENSE SMA	USD	\$11.10	No	1
80290	AXON LOCAL - BASIC LICENSE TERM ACCESS	USD	\$22.20	No	1
80294	AXON LOCAL - SERVER PERPETUAL LICENSE	USD	\$2,500.00	No	
80296	AXON LOCAL - SERVER SMA	USD	\$78.50	No	1
80298	AXON LOCAL - SERVER TERM LICENSE	USD	\$62.20	No	1
80320	AXON EVIDENCE - PEO ADD-ON ACCESS	USD	\$14.23	No	1
80322	AXON RESPOND - LIVE STREAMING ADD-ON	USD	\$14.23	No	1
80372	AXON FLEET 2 - EXT WARRANTY - JUNCTION BOX	USD	\$0.57	No	1
80373	AXON FLEET 2 - EXT WARRANTY - BATTERY SYSTEM	USD	\$0.64	No	1
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	USD	\$0.71	No	1
80375	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA CONTROLLER	USD	\$1.14	No	1
80376	AXON FLEET 2 - EXT WARRANTY - WIRELESS MIC	USD	\$1.35	No	1
80377	AXON FLEET 3 - EXT WARRANTY - CHARGING BASE	USD	\$1.57	No	1
80378	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC	USD	\$1.57	No	1
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	USD	\$1.78	No	1
80381	AXON TASER 7 - EXT WARRANTY - SINGLE BAY DATAPORT	USD	\$2.56	No	1
80382	AXON FLEET 2 - EXT WARRANTY - FRONT CAMERA SYSTEM	USD	\$2.42	No	1
80383	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA SYSTEM	USD	\$2.42	No	1
80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	USD	\$3.06	No	1
80385	AXON FLEET 3 - EXT WARRANTY - INTERIOR CAMERA	USD	\$3.13	No	1
80386	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	USD	\$3.56	No	1
80387	AXON TASER 7 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$4.27	No	1
80388	AXON TASER - EXT WARRANTY - TASER CAM TCHD	USD	\$5.34	No	1

80389	AXON FLEET 3 - EXT WARRANTY - HUB	USD	\$6.69	No	1
80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	USD	\$7.90	No	1
80391	AXON BODY 3 - EXT WARRANTY - SINGLE BAY DOCK	USD	\$8.11	No	1
80392	AXON BODY 2 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$8.47	No	1
80393	AXON FLEX 2 - EXT WARRANTY - SINGLE BAY AND CORE DOCK	USD	\$8.54	No	1
80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	USD	\$9.89	No	1
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	USD	\$10.60	No	1
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	USD	\$10.60	No	1
80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	USD	\$9.68	No	1
80398	AXON TASER X26P - EXT WARRANTY - HANDLE	USD	\$12.88	No	1
80399	AXON TASER X2 - EXT WARRANTY - HANDLE	USD	\$15.66	No	1
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	USD	\$29.60	No	1
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	USD	\$87.39	No	1
80402	AXON RESPOND - LICENSE - FLEET 3	USD	\$22.20	No	1
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	USD	\$25.19	No	1
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	USD	\$78.00	No	1
80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	USD	\$115.75	No	1
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	USD	\$108.00	No	1
80464	AXON BODY - TAP WARRANTY - CAMERA	USD	\$14.73	No	1
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	USD	\$23.17	No	1
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	USD	\$9.39	No	1
80477	TRUE UP - FLEET 3 ADVANCED RENEWAL WITH TAP	USD	\$51.25	No	1
80478	TRUE UP - FLEET 3 RENEWAL WITH TAP	USD	\$53.25	No	1
80479	TRUE UP - FLEET 3 RENEWAL TRUE UP	USD	\$20.80	No	1
80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	USD	\$19.36	No	1
80494	AXON BODY 2 - EXT WARRANTY - CAMERA	USD	\$12.88	No	1
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	USD	\$13.31	No	1
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	USD	\$17.36	No	1
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	USD	\$30.89	No	1
80499	AXON BODY 2 - EXT WARRANTY - DOCK SIX BAY AND CORE	USD	\$32.31	No	1
80500	AXON FLEX 2 - EXT WARRANTY - SIX BAY AND CORE DOCK	USD	\$32.59	No	1
80501	AXON TASER X2 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80502	AXON TASER X26P - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80503	AXON EVIDENCE - ADV USER MANAGEMENT ADD-ON	USD	\$14.23	No	1
80505	AXON - REGIONAL TECHNICAL ACCOUNT MANAGER	USD	\$15,941.09	No	1
80506	WIRE TRANSFER FEE	USD	\$0.00	No	
80507	SHIPPING FEE	USD	\$0.00	No	
85000	AXON TASER - ALLIGATOR CLIP - ASSEMBLED STANDARD CARTRIDGE	USD	\$69.40	No	
85014	AXON BODY - PSO - 1 DAY	USD	\$3,500.00	No	
85055	AXON BODY - PSO - FULL SERVICE	USD	\$40,000.00	No	
85144	AXON BODY - PSO - STARTER	USD	\$13,000.00	No	
85147	AXON TASER - PSO - STARTER	USD	\$14,000.00	No	
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	USD	\$6,786.00	No	
85150	AXON TASER - PSO - CEW ADD-ON	USD	\$3,500.00	No	
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	USD	\$300.00	No	
85159	AXON DISPATCH - PROFESSIONAL SERVICES MILESTONE PAYMENT	USD	\$300.00	No	
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	USD	\$7,450.00	No	
85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	USD	\$43.27	No	1
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	USD	\$29.60	No	1
85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	USD	\$44.41	No	1
85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	USD	\$37.01	No	1
87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	USD	\$42.98	No	1
99901	AXON ACCELERATE CONFERENCE REGISTRATION	USD	\$849.00	No	
100055	AXON INTERVIEW - AXIS P3935-LR	USD	\$492.35	No	
100058	AXON BODY 3 - LABEL - VIDEO & AUDIO FRONT	USD	\$0.75	No	
100070	AXON TASER X26P - HARD CASE - SMALL 13X9.5X2.5	USD	\$11.55	No	
100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	USD	\$3,194.00	No	
100095	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ COLOR)	USD	\$10,999.00	No	
100097	AXON AIR - SKYDIO X2E BLENDED TRAINING	USD	\$5,605.00	No	
100101	AXON BODY 3 - TRAINING STICKER- 44 PACK BLUE	USD	\$299.00	No	
100103	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR RH	USD	\$177.95	No	
100104	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR LH	USD	\$177.95	No	
100105	AXON MY90 - PSO - SETUP	USD	\$3,000.00	No	
100108	AXON TASER - FEES - EXPERT IDLE	USD	\$100.00	No	
100109	AXON TASER - FEES - EXPERT TRAVEL	USD	\$1.00	No	
100110	AXON TASER - FEES - EXPERT WORK	USD	\$250.00	No	
100111	AXON BODY 3 - BOX - BLACK CARDBOARD SINGLE PACK	USD	\$1.60	No	
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	USD	\$44.41	No	1
100114	AXON TASER - BELT LOOP - SAFARILAND 3 IN	USD	\$18.25	No	
100115	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP RH	USD	\$94.90	No	
100116	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP LH	USD	\$94.90	No	
100117	AXON TASER - SAFARILAND QUICK REL LEG STRAP - 6005-11	USD	\$54.75	No	
100118	AXON TASER - DISCONNECT BATTERY COILED BELT LOOP ATTCHMNT	USD	\$12.00	No	
100119	AXON INTERVIEW - HP ENGAGE ONE PRO I3	USD	\$3,370.50	No	
100120	AXON INTERVIEW - MICROPHONE - IF-PX MODULE	USD	\$410.67	No	
100121	AXON INTERVIEW - MICROPHONE - LE VERIFACT D-V OMNI-DIR	USD	\$133.75	No	
100122	AXON VR - HEADSET BATTERY - HTC FOCUS 3	USD	\$100.00	No	
100124	AXON VR - HEADSET FACE AND REAR CUSHION - HTC FOCUS 3	USD	\$50.00	No	
100126	AXON VR - TACTICAL BAG	USD	\$138.00	No	

100128	AXON TASER 7 - TRAINING HANDLE - INERT CLASS 2 LASER	USD	\$650.00	No	
100131	AXON TASER - FORENSICS - PROBE ANALYSIS	USD	\$500.00	No	
100132	AXON TASER - FORENSICS - DATA ANALYSIS	USD	\$1,000.00	No	
100133	AXON TASER - FORENSICS - FULL ANALYSIS	USD	\$2,000.00	No	
100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	USD	\$267.00	No	
100137	AXON - FLOCK SAFETY FALCON CAMERA TRIAL SERVICE ANNUAL	USD	\$2,500.00	No	
100142	AXON TASER - DOCK POWER SUPPLY - 120W 16VDC (T7 AB3 AB2 AF2)	USD	\$135.40	No	
100144	AXON TASER - TASER CAM HD - USB RUBBER PLUG	USD	\$1.25	No	
100145	AXON FLEET - AIRGAIN ANT - 7-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	\$349.00	No	
100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	USD	\$2,999.00	No	
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	USD	\$849.00	No	
100150	AXON FLEET 3 - WIRING KIT REFRESH	USD	\$335.00	No	
100157	AXON FLEET 3 - DUAL VIEW CAMERA - SWIVEL ASSEMBLY REPLACEMENT	USD	\$40.00	No	
100158	AXON FLEET - AIRGAIN ANT - 4-IN-1 WH 4LTE/5G	USD	\$299.00	No	
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	USD	\$3,000.00	No	
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	USD	\$42.98	No	1
100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	USD	\$30,000.00	No	
100170	AXON TASER - OPERATOR TRAINING - TIER 1	USD	\$100.00	No	
100171	AXON TASER - OPERATOR TRAINING - TIER 2	USD	\$90.00	No	
100172	AXON TASER - OPERATOR TRAINING - TIER 3	USD	\$75.00	No	
100173	AXON TASER - OPERATOR TRAINING - TIER 4	USD	\$50.00	No	
100174	AXON TASER - OPERATOR TRAINING - TIER 5	USD	\$35.00	No	
100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	USD	\$29.95	No	
100185	AXON FLEET - AIRGAIN ANT - 9-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	\$399.00	No	
100189	AXON TASER - FORENSICS - EXPEDITE	USD	\$1,083.00	No	
100190	TRUE UP - FLEET 3 DUAL VIEW CAMERA ADD-ON	USD	\$8.36	No	1
100192	TRUE UP - FLEET 3 INTERIOR CAMERA ADD-ON	USD	\$7.00	No	1
100193	TRUE UP - FLEET 3 DV CAMERA ADD-ON BUNDLE	USD	\$16.55	No	1
100194	AXON FLEET - CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	USD	\$225.00	No	
100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	USD	\$8.87	No	1
100199	AXON AIR - PARSEC LTE-900	USD	\$4,600.00	No	
100200	AXON BODY 4 - FLEX POV MODULE	USD	\$249.00	No	
100201	AXON BODY 4 - DOCK - SINGLE BAY	USD	\$229.00	No	
100202	AXON TASER 7 - SAFETY REPAIR KIT	USD	\$0.00	No	
100203	AXON RESPOND - INTEGRATION - CAD WITH RESPOND REMOTE CAM	USD	\$5,000.00	No	
100206	AXON BODY 4 - 8 BAY DOCK	USD	\$1,595.00	No	
100208	AXON - FLOCK SAFETY EXTENDED DATA RETENTION ANNUAL	USD	\$25.00	No	1
100210	AXON VR - TAP REFRESH 1 - TABLET	USD	\$1,198.00	No	
100211	AXON VR - TAP REFRESH 2 - TABLET	USD	\$1,246.70	No	
100212	AXON VR - TAP REFRESH 3 - TABLET	USD	\$1,294.00	No	
100213	AXON VR - EXT WARRANTY - TABLET	USD	\$4.67	No	1
100217	AXON TASER - TORQUEFIX & TORQUEVAR BLADE - WIHA 28562	USD	\$10.85	No	
100218	AXON TASER - TORQUEVARIO-S TORQUE SCRWDVR 15-80 IN OZ	USD	\$140.80	No	
100243	AXON INTERVIEW - AXIS T94K01D NETWORK CAMERA PENDANT KIT	USD	\$40.00	No	
100244	AXON INTERVIEW - AXIS T91E61 WALL MOUNT	USD	\$40.00	No	
100251	AXON TASER - RESIN - MAKROLON 2407 550115 CLEAR	USD	\$3.55	No	
100252	AXON RESPOND - ENTERPRISE WM MONTHLY LTE UPLOAD	USD	\$111.02	No	1
100327	AXON FLEET - CRADLEPOINT IBR200-AT ROUTER+3Y NETCLD ESSENTL	USD	\$309.00	No	
100328	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 RH	USD	\$129.55	No	
100329	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 LH	USD	\$129.55	No	
100335	AXON INVESTIGATE - TRAINING - IN PERSON WORKFLOW - OP & EXAM	USD	\$1,350.00	No	
100338	AXON INVESTIGATE - TRAINING - METROLOGY	USD	\$995.00	No	
100340	AXON EVIDENCE - INVESTIGATORS VIDEO EXAMINATIONS - IN PERSON	USD	\$645.00	No	
100341	AXON EVIDENCE - INVESTIGATORS VIDEO EXAMINATIONS - ONLINE	USD	\$325.00	No	
100346	AXON EVIDENCE - VFR LIGHTBOARD CALIBRATION	USD	\$995.00	No	
100362	AXON VR - POWER ADAPTER - HTC FOCUS 3	USD	\$40.00	No	
100363	AXON VR - CONTROLLER - HTC FOCUS 3 LH	USD	\$150.00	No	
100364	AXON VR - CONTROLLER - HTC FOCUS 3 RH	USD	\$150.00	No	
100367	AXON EVIDENCE - VFR LIGHTBOARD HARDWARE - V1	USD	\$2,500.00	No	
100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	USD	\$249.58	No	1
100377	AXON AIR - SKYDIO 2+ ENTERPRISE KIT (HARDWARE) NA	USD	\$1,950.00	No	
100378	AXON AIR - SKYDIO 2+ BATTERY	USD	\$115.00	No	
100379	AXON AIR - FOTOKITE SIGMA ROOF-MOUNT	USD	\$44,095.00	No	
100380	AXON AIR - FOTOKITE SIGMA COMMAND TABLET	USD	\$2,796.00	No	
100381	AXON AIR - FOTOKITE VEHICLE DOCK TABLET CHARGING STATION	USD	\$2,590.00	No	
100388	AXON BODY 3 - USB-C ANTI-DUST PLUG - 40 PK	USD	\$39.00	No	
100389	AXON FLEET - CABLE - ETHERNET CAT6 50 FT	USD	\$35.00	No	
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	USD	\$2,300.00	No	
100391	AXON TASER 10 - HANDLE - YELLOW CLASS 2	USD	\$2,300.00	No	
100392	AXON TASER 10 - HANDLE - INERT RED CLASS 2	USD	\$750.00	No	
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	USD	\$160.00	No	
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	USD	\$160.00	No	
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	USD	\$160.00	No	
100396	AXON TASER 10 - MAGAZINE - INERT RED	USD	\$160.00	No	
100397	AXON VR - MAGAZINE - TASER 10 WHITE	USD	\$150.00	No	
100399	AXON TASER 10 - CARTRIDGE - LIVE	USD	\$22.00	No	
100400	AXON TASER 10 - CARTRIDGE - HALT	USD	\$22.00	No	
100401	AXON TASER 10 - CARTRIDGE - INERT	USD	\$1.00	No	
100402	AXON INTERVIEW - AXIS TP3101 PENDANT WALL MOUNT	USD	\$64.75	No	

100403	AXON TASER X2 - HOLSTER - SAFARILAND QLS KIT QLS19 & QLS22	USD	\$38.90	No	
100404	AXON AIR - SKYDIO 2/2+ CONTROLLER	USD	\$179.00	No	
100405	AXON AIR - SKYDIO 2/2+ PRO CASE	USD	\$229.00	No	
100406	AXON AIR - SKYDIO 2/2+ PROPELLERS	USD	\$29.00	No	
100407	AXON AIR - SKYDIO 2/2+ TACTICAL SOFT CASE	USD	\$45.00	No	
100408	AXON AIR - WALL ADAPTER - 6SW NORTH AMERICA	USD	\$34.00	No	
100409	AXON AIR - SKYDIO 2+ BEACON	USD	\$219.00	No	
100410	AXON AIR - SKYDIO 2+ ENTERPRISE KIT (HARDWARE) APAC	USD	\$2,249.00	No	
100411	AXON AIR - SKYDIO CONTROLLER USB-C TO LIGHTNING CABLE	USD	\$19.00	No	
100412	AXON AIR - SKYDIO ENTERPRISE CONTROLLER 5GHZ (X2E)	USD	\$4,499.00	No	
100413	AXON AIR - SKYDIO X2D ST KIT 1Y AE (1.8GHZ COLOR)	USD	\$19,183.00	No	
100414	AXON AIR - SKYDIO X2D ST KIT 3Y AE (1.8GHZ COLOR)	USD	\$20,897.00	No	
100415	AXON AIR - SKYDIO X2D ST KIT 1Y AE (1.8GHZ DUAL)	USD	\$22,283.00	No	
100416	AXON AIR - SKYDIO X2D ST KIT 3Y AE (1.8GHZ DUAL)	USD	\$23,997.00	No	
100417	AXON AIR - SKYDIO X2D ST KIT 1Y AE (5GHZ COLOR)	USD	\$17,183.00	No	
100418	AXON AIR - SKYDIO X2D ST KIT 3Y AE (5GHZ COLOR)	USD	\$18,897.00	No	
100419	AXON AIR - SKYDIO X2D ST KIT 1Y AE (5GHZ DUAL)	USD	\$20,683.00	No	
100420	AXON AIR - SKYDIO X2D ST KIT 3Y AE (5GHZ DUAL)	USD	\$22,397.00	No	
100421	AXON AIR - SKYDIO X2D ST KIT + 1YR 3DSCAN (1.8GHZ COLOR)	USD	\$32,467.00	No	
100422	AXON AIR - SKYDIO X2D ST KIT + 3YR 3DSCAN (1.8GHZ COLOR)	USD	\$39,495.00	No	
100423	AXON AIR - SKYDIO X2D ST KIT + 1YR 3DSCAN (1.8GHZ DUAL)	USD	\$35,567.00	No	
100424	AXON AIR - SKYDIO X2D ST KIT + 3YR 3DSCAN (1.8GHZ DUAL)	USD	\$42,595.00	No	
100425	AXON AIR - SKYDIO X2D ST KIT 1Y AE + 3DSCAN (5GHZ COLOR)	USD	\$30,467.00	No	
100426	AXON AIR - SKYDIO X2D ST KIT 3Y AE + 3DSCAN (5GHZ COLOR)	USD	\$37,495.00	No	
100427	AXON AIR - SKYDIO X2D ST KIT + 1YR 3DSCAN (5GHZ DUAL)	USD	\$33,967.00	No	
100428	AXON AIR - SKYDIO X2D ST KIT + 3YR 3DSCAN (5GHZ DUAL)	USD	\$40,995.00	No	
100429	AXON AIR - SKYDIO X2E 5GHZ COLOR (REPLACEMENT VEHICLE)	USD	\$4,799.00	No	
100430	AXON AIR - SKYDIO X2E 5GHZ DUAL (REPLACEMENT VEHICLE)	USD	\$8,499.00	No	
100431	AXON AIR - SANDISK 128GB EXTREME MICROSD (SKYDIO)	USD	\$59.00	No	
100432	AXON AIR - SKYDIO ENT CONTROLLER HW 5GHZ (X2D OFFLINE) APAC	USD	\$4,999.00	No	
100433	AXON AIR - SKYDIO ENTERPRISE CONTROLLER 5GHZ (X2E) APAC	USD	\$4,499.00	No	
100435	AXON AIR - SKYDIO X2 DUAL CHARGER ANZ	USD	\$439.00	No	
100436	AXON AIR - SKYDIO X2D ST KIT + 1YR AE (5GHZ COLOR) APAC	USD	\$17,183.00	No	
100437	AXON AIR - SKYDIO X2D ST KIT + 3YR AE (5GHZ COLOR) APAC	USD	\$18,897.00	No	
100438	AXON AIR - SKYDIO X2D ST KIT 1Y AE (5GHZ DUAL) ANZ	USD	\$20,683.00	No	
100439	AXON AIR - SKYDIO X2D ST KIT 3Y AE (5GHZ DUAL) APAC	USD	\$22,397.00	No	
100440	AXON AIR - SKYDIO X2D ST KIT 1Y AE + 3DSCN (5GHZ COLOR) APAC	USD	\$30,467.00	No	
100441	AXON AIR - SKYDIO X2D ST KIT 3Y AE + 3DSCN (5GHZ COLOR) APAC	USD	\$37,495.00	No	
100442	AXON AIR - SKYDIO X2D ST KIT + 1YR 3DSCAN (5GHZ DUAL) APAC	USD	\$33,967.00	No	
100443	AXON AIR - SKYDIO X2D ST KIT + 3YR 3DSCAN (5GHZ DUAL) APAC	USD	\$40,995.00	No	
100444	AXON AIR - SKYDIO X2E ST KIT HW (5GHZ COLOR) APAC	USD	\$10,999.00	No	
100445	AXON AIR - SKYDIO X2E ST KIT HW (5GHZ COLOR/THERMAL) APAC	USD	\$14,499.00	No	
100447	AXON AIR - SKYDIO CONNECT LICENSE WITH 3D SCAN SUPPORT	USD	\$208.25	No	1
100448	AXON AIR - SKYDIO CARE ENTERPRISE FOR S2+	USD	\$800.00	No	
100449	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING	USD	\$9,000.00	No	
100450	AXON AIR - SKYDIO 2/2+ INSTRUCTOR TRAINING	USD	\$5,000.00	No	
100451	AXON AIR - SKYDIO 3D SCAN S2/2+ IN-PERSON TRAINING ADD-ON	USD	\$2,310.00	No	
100452	AXON AIR - SKYDIO 3D SCAN FOR X2D IN-PERSON TRAINING ADD-ON	USD	\$2,310.00	No	
100453	AXON AIR - SKYDIO 3D SCAN FOR X2E IN-PERSON TRAINING ADD-ON	USD	\$2,310.00	No	
100454	AXON AIR - SKYDIO X2D IN-PERSON TRAINING	USD	\$7,800.00	No	
100455	AXON AIR - SKYDIO X2D IN-PERSON TRAINING (OCONUS)	USD	\$10,570.00	No	
100456	AXON AIR - SKYDIO X2D INSTRUCTOR TRAINING	USD	\$2,510.00	No	
100457	AXON AIR - SKYDIO X2E IN-PERSON TRAINING	USD	\$9,000.00	No	
100458	AXON AIR - SKYDIO X2E INSTRUCTOR TRAINING	USD	\$5,000.00	No	
100462	AXON AIR - SKYDIO 3D SCAN FOR S2+	USD	\$249.92	No	1
100464	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+	USD	\$62.41	No	1
100466	AXON BODY 4 - CABLE - USB-C TO USB-C	USD	\$2.99	No	
100468	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	USD	\$75.00	No	
100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	USD	\$15.00	No	
100470	AXON TASER - SAFARILAND QLS19 FORK	USD	\$18.45	No	
100471	AXON TASER - SAFARILAND QLS RECEIVER PLATE	USD	\$23.85	No	
100485	AXON AIR - REMOTE OPERATIONS ON-BOARDING	USD	\$15,000.00	No	
100489	AXON EVIDENCE - ALL ACCESS PASS - SYMPOSIUM	USD	\$345.00	No	
100490	AXON JUSTICE - PSO - BASIC DEPLOYMENT	USD	\$5,000.00	No	
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	USD	\$15,000.00	No	
100493	AXON JUSTICE - PSO - VIRTUAL SERVICE	USD	\$1,000.00	No	
100515	AXON AIR - DJI MATRICE 30 (NA) SP	USD	\$6,475.00	No	
100516	AXON AIR - DJI MATRICE 30 (NA) SP PLUS	USD	\$9,942.00	No	
100517	AXON AIR - DJI MATRICE 30T (NA) SP	USD	\$8,979.00	No	
100518	AXON AIR - DJI MATRICE 30T (NA) SP PLUS	USD	\$9,456.00	No	
100519	AXON AIR - DJI RC PLUS	USD	\$1,600.00	No	
100520	AXON AIR - DJI RC PLUS STRAP BRACKET KIT	USD	\$39.00	No	
100521	AXON AIR - DJI MATRICE 30 SERIES INT BATTERY STATION (NA)	USD	\$999.00	No	
100522	AXON AIR - DJI MATRICE 30 SERIES INT FLIGHT BATTERY	USD	\$329.00	No	
100523	AXON AIR - DJI MATRICE 30 SERIES PROPELLER	USD	\$49.00	No	
100524	AXON AIR - DJI MATRICE 30 SERIES HIGH ALTITUDE PROPELLER	USD	\$49.00	No	
100525	AXON AIR - DJI PSDK MOUNTING BRACKET	USD	\$29.00	No	
100526	AXON AIR - DJI ZENMUSE H20N (NA) SP	USD	\$9,239.00	No	
100527	AXON AIR - DJI ZENMUSE H20N (NA) SP PLUS	USD	\$9,737.00	No	

100528	AXON RESPOND - USER PLUS PARTIAL LICENSE	USD	\$37.01	No	1
100529	AXON RESPOND - USER PARTIAL LICENSE	USD	\$9.68	No	1
100533	AXON BODY - DUAL PORT USB-C CAR CHARGER - BLACK	USD	\$19.99	No	
100535	AXON AIR - PARSEC LTE-1700	USD	\$7,500.00	No	
100536	AXON INTERVIEW - HDMI ENCODER	USD	\$1,700.00	No	
100538	AXON VR - STANDALONE USER - FULL ACCESS	USD	\$31.31	No	1
100539	AXON VR - STANDALONE USER ACCESS - CET-ONLY	USD	\$12.60	No	1
100541	AXON AIR - DJI MINI 2 INTELLIGENT FLIGHT BATTERY	USD	\$55.00	No	
100543	AXON AIR - MATRICE 300 PART05-BS60 INT BATT STATION NA	USD	\$1,200.00	No	
100544	SHIPPING - UPS EXPRESS SAVER (3 DAY)	USD	\$15.00	No	
100545	SHIPPING - UPS STANDARD OVERNIGHT	USD	\$25.00	No	
100546	SHIPPING - UPS 2 DAY	USD	\$18.00	No	
100547	SHIPPING - UPS GROUND	USD	\$0.00	No	
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	USD	\$0.00	No	1
100554	AMENDMENT CREDIT - GOODS AXON	USD	\$1.00	No	
100559	AXON TASER - SAFARILAND QUICK REL SINGLE STRAP THIGH RIG	USD	\$102.55	No	
100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	USD	\$35,000.00	No	
100561	AXON EVIDENCE - PSO - CUSTOM SERVICES ENGINEERING	USD	\$300.00	No	
100562	AXON EVIDENCE - PSO - INTEGRATION SERVICES	USD	\$35,000.00	No	
100563	AXON EVIDENCE - PSO - INTEGRATION SUPPORT	USD	\$1,186.09	No	1
100566	AXON SIGNAL - SIDEARM BRACKET - 1143	USD	\$249.00	No	
100567	AXON SIGNAL - SIDEARM BRACKET - 1047	USD	\$249.00	No	
100578	AXON JUSTICE - PSO - IMPLEMENTATION	USD	\$200.00	No	
100579	AXON AIR - UAS LICENSE - CLASS 1	USD	\$116.67	No	1
100580	AXON AIR - UAS LICENSE - CLASS 2	USD	\$216.67	No	1
100581	AXON AIR - UAS LICENSE - CLASS 3	USD	\$266.67	No	1
100582	AXON AIR - UAS LICENSE - CLASS M	USD	\$50.00	No	1
100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	USD	\$50.00	No	1
100584	AXON AIR - ADVANCED STREAMING ADD-ON	USD	\$25.00	No	1
100585	AXON AIR - GEOSPATIAL ADD-ON	USD	\$16.67	No	1
100586	AXON AIR - API INTEGRATIONS ADD-ON	USD	\$41.67	No	1
100587	AXON AIR - REMOTE ADD-ON (CLASS 1)	USD	\$291.67	No	1
100588	AXON AIR - REMOTE ADD-ON (CLASS 2)	USD	\$416.67	No	1
100589	AXON AIR - REMOTE ADD-ON (CLASS M)	USD	\$166.67	No	1
100590	AXON MY90 - LICENSE	USD	\$14.23	No	1
100591	AXON TASER - CLEANING KIT	USD	\$45.00	No	
100594	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP LH	USD	\$95.45	No	
100595	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP RH	USD	\$95.45	No	
100596	AXON BODY - BODY WORN CAMERA CERTIFICATION	USD	\$375.00	No	
100599	AXON FLEET 3 - ZOLL AED PLUS	USD	\$2,220.00	No	
100601	AXON FLEET 3 - ZOLL AED 3 - UNI-PADZ (ADULT & KIDS)	USD	\$215.00	No	
100602	AXON FLEET 3 - ZOLL AED PLUS - CPR-D-PADZ (ADULT ONLY)	USD	\$219.00	No	
100603	AXON FLEET 3 - ZOLL AED PLUS - PEDI-PADZ II (CHILD ONLY)	USD	\$129.00	No	
100604	AXON FLEET 3 - ZOLL AED 3 - BATTERY PACK	USD	\$199.00	No	
100609	AXON SIGNAL - SIDEARM BRACKET - 1053	USD	\$249.00	No	
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	USD	\$1,500.00	No	
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	USD	\$83.20	No	
100612	AXON AIR - DRONESENSE 2HR VIRTUAL TRAINING	USD	\$250.00	No	
100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	USD	\$83.20	No	
100614	AXON TASER 10 - HOLSTER - BLADE-TECH RH	USD	\$83.20	No	
100615	AXON TASER 10 - HOLSTER - BLADE-TECH LH	USD	\$83.20	No	
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	USD	\$83.20	No	
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	USD	\$83.20	No	
100621	AXON TASER 10 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$83.20	No	
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	USD	\$750.00	No	
100624	AXON FLEET 3 - ZOLL COMPREHENSIVE TRAUMA KIT	USD	\$3,300.00	No	
100631	AXON FLEET 3 - ZOLL PLUSTRAC PMO APP	USD	\$11.00	No	1
100634	AXON AIR - SKYDIO 2/2+ TABLET HOLDER	USD	\$79.00	No	
100635	AXON AIR - POLAR PRO CINEMA SERIES ND FILTERS	USD	\$69.99	No	
100636	AXON AIR - SKYDIO CARE ENTERPRISE X2E 5GHZ COLOR 1YR NA	USD	\$1,099.00	No	
100637	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR 3YR NA	USD	\$1,999.00	No	
100638	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 1YR NA	USD	\$1,549.00	No	
100639	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 3YR NA	USD	\$2,499.00	No	
100640	AXON AIR - SKYDIO 2+ ENTERPRISE KIT CONTROLLER NA	USD	\$5,949.00	No	
100641	AXON AIR - SKYDIO X2D BLENDED TRAINING	USD	\$5,605.00	No	
100642	AXON AIR - SKYDIO 2/2+ BLENDED TRAINING	USD	\$5,605.00	No	
100644	AXON AIR - SKYDIO CLOUD STANDARD	USD	\$104.08	No	1
100645	AXON AIR - SKYDIO STREAMING BASIC	USD	\$41.58	No	1
100646	AXON AIR - SKYDIO STREAMING PREMIUM (1-YEAR TERM)	USD	\$149.92	No	1
100647	AXON AIR - SKYDIO STREAMING ADD-ON (10 HOUR BLOCK)	USD	\$42.00	No	
100648	AXON AIR - SKYDIO STREAMING ADD-ON (50 HOUR BLOCK)	USD	\$149.99	No	
100649	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS (1-YEAR)	USD	\$300.00	No	
100650	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+ (PERPETUAL)	USD	\$1,649.00	No	
100651	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E (PERPETUAL)	USD	\$4,299.00	No	
100652	AXON AIR - SKYDIO MEDIA SYNC ADD-ON (512GB) (1-YEAR TERM)	USD	\$58.25	No	1
100653	AXON AIR - SKYDIO 3D SCANS2+ MAINTENANCE & SUPPORT 3YR	USD	\$111.08	No	
100654	AXON AIR - SKYDIO 3D SCAN X2E MAINTENANCE & SUPPORT 3YR	USD	\$155.52	No	
100655	AXON AIR - SKYDIO CLOUD ENTERPRISE REALTIME AWARENESS	USD	\$208.25	No	1
100656	AXON AIR - SKYDIO 3D SCAN FOR S2+ (PERPETUAL SOFTWARE)	USD	\$549.92	No	

Exhibit A - Sourcewell Contract No. 101223-AXN

100657	AXON AIR - SKYDIO 3D SCAN FOR X2E (PERPETUAL SOFTWARE)	USD	\$9,399.00	No	
100658	AXON AIR - SKYDIO AUTONOMY ENTERPRISE S2+ MAINT SUPPORT 3YR	USD	\$27.75	No	
100659	AXON AIR - SKYDIO AUTONOMY ENTERPRISE X2E MAINT SUPPORT 3YR	USD	\$72.19	No	1
100670	AXON RESPOND - FUSUSONE - SAAS & CORE BUNDLE	USD	\$100.00	No	1
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	USD	\$35.58	No	1
100674	AXON FLEET 3 - ZOLL COMPACT TRAUMA KIT	USD	\$299.00	No	
100675	AXON DISPATCH - T&E - FUSUS SCHOOL SAFETY TRIAL PROGRAM	USD	\$0.00	No	1
100676	AXON TASER 10 - ADVANCED PATROL COURSE - 1 DAY	USD	\$250.00	No	
100677	AXON TASER 10 - ADVANCED TACTICAL OPERATORS COURSE - 1 DAY	USD	\$300.00	No	
100678	AXON INVESTIGATE - DONGLE - PRO USB	USD	\$0.00	No	
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	USD	\$269.00	No	
100682	AXON INTERVIEW - PSO - SITE VISIT	USD	\$1,750.00	No	
100683	AXON AIR - DJI MAVIC 3 ENTERPRISE (NA) SP PLUS	USD	\$3,958.00	No	
100684	AXON AIR - DJI MAVIC 3 THERMAL (NA) SP PLUS	USD	\$5,998.00	No	
100685	AXON AIR - DJI MAVIC 3 ENTERPRISE SERIES BATT CHR9 HUB 100W	USD	\$99.00	No	
100686	AXON AIR - DJI MAVIC 3 ENTERPRISE SERIES-RTK MODULE	USD	\$709.00	No	
100687	AXON AIR - DJI MAVIC 3 ENTERPRISE SERIES-SPEAKER	USD	\$159.00	No	
100688	AXON AIR - DJI MAVIC 3 ENTERPRISE SERIES-PROPELLERS	USD	\$19.00	No	
100689	AXON AIR - DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	USD	\$659.00	No	
100690	AXON AIR - DJI MAVIC 3 ENTRPRSE USB-C POWER ADAPTER 100W NA	USD	\$95.00	No	
100691	AXON AIR - DJI MAVIC 3 INTELLIGENT FLIGHT BATTERY	USD	\$209.00	No	
100693	AXON INTERVIEW MOBILE KIT V2	USD	\$12,000.00	No	
100695	AXON FLEET 3 - EXT WARRANTY - HIGH CAPACITY 2 CAMERA KIT	USD	\$19.21	No	1
100696	AXON FLEET 3 - DEPLOYMENT SERVICE - 1 WEEK	USD	\$30,000.00	No	
100697	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT HIGH CAPACITY	USD	\$4,142.00	No	
100698	AXON FLEET 3 - 2 CAMERA KIT - HIGH CAPACITY	USD	\$3,495.00	No	
100699	AXON FLEET 3 - HUB - HIGH CAPACITY	USD	\$1,950.00	No	
100700	AXON FLEET 3 - EXT WARRANTY - HUB HIGH CAPACITY	USD	\$11.88	No	1
100701	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT HIGH CAPACITY	USD	\$3,965.00	No	
100702	AXON TASER - TAP REFRESH - HANDLE	USD	\$2,609.00	No	
100703	AXON TASER - TAP REFRESH - BATTERY PACK	USD	\$125.00	No	
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	USD	\$11.39	No	1
100705	AXON AIR - SKYDIO 2/2+ ADMIN CASE	USD	\$249.00	No	
100706	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR S2+	USD	\$9,999.00	No	
100707	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR X2	USD	\$9,999.00	No	
100708	AXON AIR - SKYDIO DOCK LITE	USD	\$1,999.00	No	
100709	AXON AIR - SKYDIO 2 DOCK-COMPATIBLE BATTERY	USD	\$499.00	No	
100710	AXON AIR - SKYDIO X2 DOCK-COMPATIBLE BATTERY	USD	\$899.00	No	
100711	AXON AIR - SKYDIO ASSURED FUTURE EQUIP - X2E COLOR/THERMAL	USD	\$14,799.00	No	
100712	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT - X2E COLOR	USD	\$11,999.00	No	
100713	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT ADDITIONAL BATT	USD	\$369.00	No	
100714	AXON AIR - SKYDIO CARE ENT SAFE VEH UPGRADE CLR/THRML 3YR NA	USD	\$2,499.00	No	
100715	AXON AIR - SKYDIO CARE ENTRPRSE SAFE VEH UPGRADE CLR 3YR NA	USD	\$1,999.00	No	
100718	AXON AIR - SKYDIO SPARES PLAN OPERATOR-LAUNCHED X2E DRONES	USD	\$299.00	No	
100719	AXON AIR - SKYDIO SPARES PLAN OP LAUNCHED SAFE VEH UPGRADE	USD	\$299.00	No	
100720	AXON AIR - SKYDIO HOODMAN DRONE LANDING PAD	USD	\$69.99	No	
100732	AXON AIR - SKYDIO REMOTE OPS	USD	\$1,250.00	No	1
100735	AXON TASER - HOLSTER - BLACKHAWK S.T.R.I.K.E. PLATFORM AMB	USD	\$19.20	No	
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	USD	\$15.00	No	
100739	AXON INTERVIEW - PSO - TRAINING	USD	\$3,000.00	No	
100740	AXON FLEET 3 - ZOLL RIGID CARRY CASE (AED 3)	USD	\$480.00	No	
100741	AXON FLEET 3 - ZOLL AED PLUS - DURACELL 123 LITH BATT 10 PK	USD	\$99.00	No	
100742	AXON BODY - MOUNT - CHEST HARNESS RAPIDLOCK	USD	\$99.95	No	
100743	AXON TASER - CLEANING KIT WITHOUT ALCOHOL	USD	\$35.00	No	
100744	LEXISNEXIS - ECRASH	USD	\$0.00	No	1
100745	LEXISNEXIS - ECITATION	USD	\$12.00	No	1
100746	LEXISNEXIS - DESK OFFICER REPORTING SYSTEM (DORS)	USD	\$1.00	No	1
100747	LEXISNEXIS - PROFESSIONAL SERVICES	USD	\$795.00	No	
100748	AXON VR - CONTROLLER - TASER 10	USD	\$1,785.00	No	
100749	AXON INVESTIGATE - PRO DONGLE LICENSE	USD	\$370.06	No	1
100750	AXON BODY 3 - TRAINING STICKER - 44 PACK RED	USD	\$299.00	No	
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$8.33	No	1
100752	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	USD	\$80.00	No	
100754	AXON VR - HTC FOCUS 3 - BATTERY CHARGING DOCK	USD	\$119.00	No	
100757	AXON AIR - DN SPEAKER&BROADCASTING SYSTEM- M30	USD	\$2,000.00	No	
100758	AXON FLEET 3 - CAMERA MOUNT - FRONT VISOR - FPIU 2020+	USD	\$25.00	No	
100759	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	USD	\$20.00	No	
100760	AXON FLEET - AIRGAIN ANT - NEXT HOUSING REMOUNT KIT	USD	\$30.00	No	
100761	AXON FLEET - AIRGAIN ANT - 9-IN-1 MAG BL4LTE/5G 2WIFI 1GNSS	USD	\$399.00	No	
100762	AXON FLEET - AIRGAIN ANT - 3-IN-1 REMOUNT KIT	USD	\$20.00	No	
100763	AXON FLEET - AIRGAIN ANT - NEXT HSGING REMNT KIT FPIU 2020+	USD	\$30.00	No	
100764	AXON FLEET 3 - DUAL VIEW CAMERA MOUNT - WINDSHIELD BLACK	USD	\$20.00	No	
100768	AXON FLEET - CRADLEPOINT MC400-5GB MODULAR MODEM	USD	\$999.00	No	
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	USD	\$2.99	No	
100770	AXON SIGNAL - SIDEARM BRACKET - 1001	USD	\$4.99	No	
100771	AXON SIGNAL - SIDEARM BRACKET - 0933	USD	\$4.99	No	
100774	AXON FLEET 3 - CHARGE GUARD - HAVIS	USD	\$100.00	No	
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	USD	\$39.00	No	
100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	USD	\$7,260.00	No	

Exhibit A - Sourcewell Contract No. 101223-AXN

100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	USD	\$90.00	No	
100782	AXON FLEET 2 - MOUNT - REAR CAMERA	USD	\$20.00	No	
100783	AXON AIR - DN DJI ZENMUSE L1	USD	\$13,100.00	No	
100784	AXON AIR - DN DJI FPV COMBO	USD	\$999.00	No	
100785	AXON AIR - DN DJI AVATA EXPLORER COMBO (NA)	USD	\$1,278.00	No	
100786	AXON AIR - DN DJI MINI 3 PRO WITH RC-N1 CONTROLLER	USD	\$759.00	No	
100787	AXON TASER 10 - HOLSTER - BLADE-TECH RH TMMS INSERT PLATE	USD	\$83.20	No	
100788	AXON TASER 10 - HOLSTER - BLADE-TECH LH TMMS INSERT PLATE	USD	\$83.20	No	
100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	USD	\$1.42	No	1
100801	AXON RECORDS - OSP LICENSE	USD	\$55.51	No	1
100806	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - RED	USD	\$99.00	No	
100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	USD	\$90.00	No	
100808	AXON TASER - HOOD GUARD - SAFARILAND SLS RH	USD	\$10.70	No	
100810	AXON TASER - HOOD GUARD - SAFARILAND SLS LH	USD	\$10.70	No	
100811	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - BLUE	USD	\$99.00	No	
100814	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD - UK/EU	USD	\$2,999.00	No	
100815	AXON AIR - DEDRONE RF-160	USD	\$958.33	No	1
100816	AXON AIR - DEDRONE RF-310	USD	\$958.33	No	1
100817	AXON AIR - DEDRONE RF-360	USD	\$958.33	No	1
100818	AXON AIR - DEDRONE RADAR	USD	\$6,944.44	No	1
100819	AXON AIR - DEDRONE INSTALL SERVICE	USD	\$10,000.00	No	
100821	AXON AIR - DEDRONE FIXED SITE FOR LOCAL GOVERNMENT	USD	\$4,844.75	No	1
100822	AXON AIR - DEDRONE PORTABLE FOR LOCAL GOVERNMENT	USD	\$1,747.21	No	1
100823	AXON AIR - DEDRONE PORTABLE MULTI SENSOR FOR LOCAL GOVT	USD	\$9,423.60	No	1
100824	AXON AIR - DEDRONE AERIAL ARMOR DDAAS FOR LOCAL GOVERNMENT	USD	\$2,083.33	No	1
100825	AXON AIR - DEDRONE RAPID RESPONSE FOR LOCAL GOVERNMENT	USD	\$7,491.65	No	1
100826	AXON AIR - DEDRONE FIXED SITE MULTI SENSOR FOR LOCAL GOVT	USD	\$10,052.08	No	1
100827	AXON AIR - DEDRONE RAPID RESPONSE MULTI SNSR FOR LOCAL GOVT	USD	\$12,491.65	No	1
100828	AXON AIR - DN DJI MAVIC 3 ENTERPRISE SERIES SPEAKER	USD	\$159.00	No	
100829	AXON AIR - DN DJI MINI 2 360 PROPELLER GUARD	USD	\$19.00	No	
100832	AXON VR - CONTROLLER - HANDGUN VR19H	USD	\$1,900.00	No	
100833	AXON VR - CONTROLLER - TASER 7	USD	\$1,785.00	No	
100837	THIRD PARTY PROVIDED - SERVICES	USD	\$1.00	No	
100838	TRUE UP - OFFICER SAFETY PLAN 10	USD	\$46.03	No	1
100839	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM	USD	\$44.40	No	1
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	\$50.03	No	1
100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	USD	\$42.82	No	1
100842	TRUE UP - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	\$48.25	No	1
100843	TRUE UP - OFFICER SAFETY PLAN 10 10YR	USD	\$51.86	No	1
100844	TRUE UP - TASER 10 BASIC	USD	\$39.58	No	1
100845	TRUE UP - TASER 10 CERTIFICATION	USD	\$45.36	No	1
100846	TRUE UP - TASER 10 CERTIFICATION 10YR	USD	\$51.10	No	1
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	USD	\$47.09	No	1
100848	TRUE UP - TASER 10 CERTIFICATION W/VR 10 YR	USD	\$53.05	No	1
100849	TRUE UP - UNLIMITED 10 PREMIUM 10YR	USD	\$2.08	No	1
100850	TRUE UP - UNLIMITED 10 PREMIUM	USD	\$1.85	No	1
100852	C-CLIP, AXON BODY 4 POV	USD	\$29.95	No	
100853	AXON BODY 4 - MOUNT - POV COLLAR	USD	\$29.95	No	
100855	AXON BODY 4 - MOUNT - POV EPAULETTE	USD	\$29.95	No	
100856	AXON BODY 4 - MOUNT - POV BALLCAP	USD	\$29.95	No	
100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	USD	\$32.95	No	
100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	USD	\$41.75	No	
100860	AXON BODY 3 - LR MIC - NA10 US BLK RAPIDLOCK	USD	\$789.00	No	
100863	AXON BODY 4 - MOUNT - POV BALLISTIC VEST	USD	\$32.95	No	
100864	AXON BODY 4 - MOUNT - OAKLEY FLAK 2.0 POV	USD	\$249.95	No	
100865	AXON BODY 3 - FAST CHECKOUT KIOSK - ANDROID	USD	\$2,000.00	No	
100866	AXON BODY 3 - FAST CHECKOUT KIOSK - IOS	USD	\$2,000.00	No	
100867	AXON SIGNAL - SIDEARM HARDWARE PACK A - SAFARILAND OEM	USD	\$0.00	No	
100868	AXON SIGNAL - SIDEARM HARDWARE PACK B - SAFARILAND OEM	USD	\$0.00	No	
100869	AXON SIGNAL - SIDEARM HARDWARE PACK C - SAFARILAND OEM	USD	\$0.00	No	
100870	AXON SIGNAL - SIDEARM HARDWARE PACK D - SAFARILAND OEM	USD	\$0.00	No	
100871	AXON SIGNAL - SIDEARM HARDWARE PACK E - SAFARILAND OEM	USD	\$0.00	No	
100872	AXON SIGNAL - SIDEARM HARDWARE PACK F - SAFARILAND OEM	USD	\$0.00	No	
100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	USD	\$0.00	No	
100874	AXON SIGNAL - SIDEARM HARDWARE PACK J - SAFARILAND OEM	USD	\$0.00	No	
100875	AXON AIR - DN FLYPRO 30 INCH UNIVERSAL DRONE LANDING PAD	USD	\$25.00	No	
100876	AXON AIR - DN DJI AVATA INTELLIGENT FLIGHT BATTERY	USD	\$129.00	No	
100877	AXON AIR - DEDRONE FIXED SITE RF ONLY FOR LOCAL GOVERNMENT	USD	\$3,593.75	No	1
100878	AXON AIR - DEDRONE CAMERA	USD	\$833.33	No	1
100879	AXON FLEET - CRADLEPOINT RTR CABLE ASSEMBLY 12V POWER RX30	USD	\$25.00	No	
100880	AXON AIR - SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	USD	\$250.00	No	
100881	AXON AIR - SKY-HERO LOKI 2 DRONE STARTER KIT	USD	\$9,500.00	No	
100882	AXON AIR - SKY-HERO SIGYN GROUND ROBOT STARTER KIT	USD	\$8,395.00	No	
100883	AXON AIR - SKY-HERO NARFI POLE CAMERA STARTER KIT	USD	\$3,600.00	No	
100884	AXON AIR - SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	USD	\$5,895.00	No	
100885	AXON AIR - SKY-HERO SIGYN GROUND ROBOT	USD	\$8,795.00	No	
100886	AXON AIR - SKY-HERO NARFI POLE CAMERA	USD	\$5,400.00	No	
100887	AXON AIR - SKY-HERO LED PAYLOAD	USD	\$1,900.00	No	
100888	AXON AIR - SIGYN MKI REPLACEMENT DRIVE ASSEMBLY	USD	\$935.00	No	

100889	AXON AIR - SKY-HERO SIGYN REFRESH KIT	USD	\$325.00	No	
100890	AXON AIR - SKY-HERO FIRMWARE UPDATE KIT	USD	\$50.00	No	
100891	AXON AIR - SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	USD	\$50.00	No	
100892	AXON AIR - SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	USD	\$20.00	No	
100893	AXON AIR - SKY-HERO LOKI 2 MOTOR SET (4 PCS)	USD	\$150.00	No	
100894	AXON AIR - SKY-HERO LOKI 2 REFRESH KIT	USD	\$175.00	No	
100895	AXON AIR - SKY-HERO LOKI 2 LIPO DUAL HUB FAST CHARGER	USD	\$225.00	No	
100896	AXON AIR - SKY-HERO SIGYN/NARFI LION CHARGER	USD	\$70.00	No	
100897	AXON AIR - SKY-HERO SIGYN/NARFI LION BATTERY	USD	\$80.00	No	
100898	AXON AIR - SKY-HERO GCS / TACTICAL SCREEN CHARGER	USD	\$50.00	No	
100899	AXON AIR - SKY-HERO LIPO CHARGER HUB FOR LOKI 2	USD	\$90.00	No	
100900	AXON AIR - SKY-HERO LIPO BATTERY FOR LOKI 2	USD	\$600.00	No	
100901	AXON AIR - SKY-HERO P7 SIGYN LEG SHROUD	USD	\$200.00	No	
100902	AXON AIR - SKY-HERO P7 GCS HOLDER	USD	\$150.00	No	
100903	AXON AIR - SKY-HERO P7 UTILITY POUCH	USD	\$75.00	No	
100904	AXON AIR - SKY-HERO P7 LIPO BATTERY POUCH	USD	\$75.00	No	
100905	AXON AIR - SKY-HERO P7 SIGYN POUCH	USD	\$75.00	No	
100906	AXON AIR - SKY-HERO P7 LOKI 2 POUCH	USD	\$75.00	No	
100907	AXON AIR - SKY-HERO P7 TACTICAL BAG KIT	USD	\$1,075.00	No	
100909	AXON AIR - SKY-HERO TACTICAL SCREEN STARTER KIT	USD	\$2,800.00	No	
100910	AXON AIR - SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	USD	\$250.00	No	
100911	AXON AIR - DN DJI GOGGLES 2 BATTERY	USD	\$39.00	No	
100912	AXON AIR - DN DJI AVATA BATTERY CHARGING HUB	USD	\$59.00	No	
100913	AXON AIR - DN DJI CARE REFRESH 2-YEAR PLAN (DJI AVATA) NA	USD	\$129.00	No	
100915	AXON AIR - DN DJI AVATA PROPELLERS GUARD	USD	\$19.00	No	
100916	AXON AIR - DN DJI AVATA UPPER FRAME	USD	\$19.00	No	
100917	AXON AIR - DN DJI AVATA PROPELLERS	USD	\$9.00	No	
100919	AXON VR - PLACEHOLDER - HOLSTER T7 CONTROLLER	USD	\$100.00	No	
100921	AXON VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	USD	\$100.00	No	
100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	USD	\$20.00	No	
100931	AXON BODY 4 - CABLE ADAPTER - USB-A MALE TO USB-C FEMALE	USD	\$5.00	No	
100933	AXON AIR - DN CZI M300 DRONE SPOTLIGHT SEARCHLIGHT GL60 PLUS	USD	\$2,199.00	No	
100934	AXON TASER 7 - HOLSTER - SAFARILAND HOOD GUARD SLS 6000 RH	USD	\$93.60	No	
100935	AXON TASER 7 - HOLSTER - SAFARILAND HOOD GUARD SLS 6000 LH	USD	\$93.60	No	
100936	AXON FLEET 3 - ZOLL AED 3	USD	\$2,640.00	No	
100937	AXON FLEET 3 - ZOLL POWERHEART G5	USD	\$2,400.00	No	
100938	AXON FLEET 3 - ZOLL THIRD PARTY PROVIDED HARDWARE	USD	\$1.00	No	
100939	AXON BODY 3 - EXT WARRANTY - DEVICE POOLING	USD	\$2.99	No	1
100941	THIRD PARY PROVIDED - SUBSCRIPTION	USD	\$1.00	No	1
100942	AXON BODY 4 - EXT WARRANTY - CAMERA	USD	\$19.64	No	1
100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	USD	\$30.89	No	1
100944	AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK	USD	\$8.11	No	1
100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	USD	\$2.99	No	1
100946	AXON - ONSITE SWS TECHNICAL ACCOUNT MANAGER	USD	\$24,671.26	No	1
100947	AXON AIR - DJI AVATA INTELLIGENT FLIGHT BATTERY	USD	\$91.00	No	
100948	AXON AIR - DJI AVATA FLY MORE KIT	USD	\$195.00	No	
100949	AXON AIR - DJI AVATA EXPLORER COMBO (NA)	USD	\$1,007.00	No	
100951	AXON AIR - DJI AVATA PROPELLER GUARD	USD	\$20.00	No	
100952	AXON AIR - DJI AVATA BATTERY CHARGING HUB	USD	\$42.00	No	
100953	AXON AIR - DJI AVATA PROPELLERS	USD	\$7.00	No	
100954	AXON FLEET 3 - ZOLL POWERHEART G5 ADULT PADS	USD	\$363.00	No	
100955	AXON FLEET 3 - ZOLL POWERHEART G5 PEDIATRIC PADS	USD	\$115.00	No	
100956	AXON FLEET 3 - ZOLL POWERHEART G5 BATTERY PACK	USD	\$400.00	No	
100957	AXON FLEET 3 - ZOLL AED3 STANDARD CARRY CASE	USD	\$205.00	No	
100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	USD	\$109.99	No	
100959	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	USD	\$1,595.00	No	
100960	AXON AIR - SKYDIO DOCK DEPLOYMENT AND TRAINING	USD	\$16,000.00	No	
100961	AXON AIR - SKYDIO DEPLOYMENT - SKYDIO DOCK	USD	\$9,000.00	No	
100962	AXON AIR - SKYDIO IN-PERSON TRAINING - SKYDIO DOCK	USD	\$9,000.00	No	
100963	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - BASIC	USD	\$6,000.00	No	
100964	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - ENTERPRISE	USD	\$20,000.00	No	
100965	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - PUBLIC SAFETY	USD	\$20,000.00	No	
100966	AXON AIR - SKYDIO WAIVER APPLICATION - OPERATOR LAUNCH	USD	\$20,000.00	No	
100967	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS	USD	\$70,000.00	No	
100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	USD	\$20,000.00	No	
100969	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS EXPANSION	USD	\$50,000.00	No	
100970	AXON FLEET 3 - DEPLOYMENT SERVICE - REVISIT	USD	\$3,000.00	No	
100971	AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS	USD	\$110.00	No	
100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	USD	\$31.30	No	
100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	USD	\$41.75	No	
100975	AXON BODY - WING CLIP - HIGH RETENTION + TORQUE RAPIDLOCK	USD	\$31.30	No	
100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	USD	\$282.00	No	
100979	AXON AIR - DN GPC DJI MATRICE 30 COMPACT CASE	USD	\$499.00	No	
100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	USD	\$141.00	No	
100981	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 3YR	USD	\$423.00	No	
100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	USD	\$705.00	No	
100984	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADVANCED UPGRADE - 5Y	USD	\$1,020.00	No	
100985	AXON BODY 4 - MOUNT - UNIVERSAL HELMET EXTENDED POV	USD	\$32.95	No	
100986	AXON AIR - SKY-HERO LOKI 2 DRONE	USD	\$2,250.00	No	

Exhibit A - Sourcewell Contract No. 101223-AXN

100987	AXON AIR - SKY-HERO TYPHON PAYLOAD SET	USD	\$2,500.00	No	
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	USD	\$1,449.00	No	
100990	AXON AIR - DJI MATRICE 350 TB65 INTELLIGENT FLIGHT BATTERY	USD	\$700.00	No	
100991	AXON AIR - DJI MATRICE B565 INTELLIGENT BATTERY STATION	USD	\$1,200.00	No	
100992	AXON AIR - DJI M350 RTK 2112 HIGH ALT LOW NOISE PROPELLERS	USD	\$39.00	No	
100993	AXON AIR - DJI MATRICE 350 RTK GIMBAL DAMPER	USD	\$11.00	No	
100994	AXON AIR - DN DJI MINI 3 SERIES 360 DEGREE PROPELLER GUARD	USD	\$29.00	No	
100995	AXON AIR - DJI MATRICE 350 RTK (NA) SP PLUS	USD	\$9,959.00	No	
101001	AXON FLEET 3 - DOOR TRIGGER HW - RUGGED SM-4601-L3Q	USD	\$35.00	No	
101002	AXON AIR - DN DJI FPV REMOTE CONTROLLER 2	USD	\$199.00	No	
101003	AXON AIR - DN GPC DJI AVATA CASE	USD	\$249.00	No	
101004	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	USD	\$399.00	No	
101005	AXON FLEET - AIRGAIN ANT - FLAT HOUSING REMOUNT KIT	USD	\$32.00	No	
101006	AXON FLEET - CRADLEPOINT ROUTER AC POWER SUPPLY - INTL	USD	\$30.00	No	
101007	AXON VR - EXT WARRANTY - CONTROLLER	USD	\$12.71	No	1
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	USD	\$13.52	No	1
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	USD	\$2,054.00	No	
101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	USD	\$2,156.00	No	
101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	USD	\$2,218.00	No	
101012	AXON VR - TAP REFRESH 1 - CONTROLLER	USD	\$1,931.00	No	
101013	AXON VR - TAP REFRESH 2 - CONTROLLER	USD	\$2,010.00	No	
101014	AXON VR - TAP REFRESH 3 - CONTROLLER	USD	\$2,086.00	No	
101015	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT WH	USD	\$349.00	No	
101017	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT	USD	\$30.00	No	
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	USD	\$349.00	No	
101019	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT WH	USD	\$299.00	No	
101020	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT BLK	USD	\$299.00	No	
101021	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT FPIU 2020+	USD	\$30.00	No	
101022	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT WH	USD	\$399.00	No	
101029	TASERCON CONFERENCE REGISTRATION	USD	\$849.00	No	
101031	AXON BODY 4 - CAMERA - EA EU 2 KCLICKFAST BLK	USD	\$849.00	No	
101036	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT BL	USD	\$399.00	No	
101037	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT WH	USD	\$349.00	No	
101038	AXON AIR - DJI MATRICE 350 RTK 2110S PROPELLERS (PAIR)	USD	\$39.00	No	
101050	AXON AIR - PI PART 107 - MADE EASY BUNDLE	USD	\$159.00	No	
101051	AXON AIR - PI DRONERESPONDERS PART 107 BUNDLE	USD	\$149.00	No	
101052	AXON AIR - PI DRONE MAPPING BUNDLE	USD	\$299.00	No	
101053	AXON AIR - PI DRONE MANEUVERS MASTERY	USD	\$99.00	No	
101054	AXON AIR - PI DRONE FLYING 101	USD	\$49.00	No	
101055	AXON AIR - PI VISUAL OBSERVER ESSENTIALS	USD	\$49.00	No	
101056	AXON AIR - PI DJI M300 DEEP DIVE	USD	\$49.00	No	
101057	AXON AIR - PI NIST MADE EASY	USD	\$49.00	No	
101058	AXON AIR - PI PUBLIC SAFETY COA MADE EASY	USD	\$0.00	No	
101059	AXON AIR - PI PART 107 NIGHT TRAINING COURSE	USD	\$0.00	No	
101060	AXON AIR - PI ULTIMATE DRONE PILOT GUIDE	USD	\$0.00	No	
101061	AXON AIR - PI DJI MINI 2 DEEP DIVE	USD	\$0.00	No	
101062	AXON AIR - PI DJI MAVIC MINI DEEP DIVE	USD	\$0.00	No	
101063	AXON AIR - PI DJI MAVIC 2 PRO DEEP DIVE	USD	\$0.00	No	
101064	AXON AIR - PI DJI MAVIC AIR 2 DEEP DIVE	USD	\$0.00	No	
101065	AXON AIR - PI DJI AIR 2S DEEP DIVE	USD	\$0.00	No	
101066	AXON AIR - PI DJI FPV DEEP DIVE	USD	\$0.00	No	
101067	AXON AIR - PI DJI MINI 3 PRO DEEP DIVE	USD	\$0.00	No	
101068	AXON AIR - PI DJI MAVIC 3 DEEP DIVE	USD	\$0.00	No	
101069	AXON AIR - PI DJI AVATA DEEP DIVE	USD	\$0.00	No	
101070	AXON AIR - PI SKYEBROWSE DEEP DIVE	USD	\$0.00	No	
101071	AXON AIR - PI PARROT ANAFI AI DEEP DIVE	USD	\$0.00	No	
101072	AXON AIR - PI PARROT ANAFI THERMAL DEEP DIVE	USD	\$0.00	No	
101073	AXON AIR - PI PARROT ANAFI USA DEEP DIVE	USD	\$0.00	No	
101074	AXON AIR - PI AUTEL EVO 2 DEEP DIVE	USD	\$0.00	No	
101075	AXON AIR - PI AUTEL EVO LITE DEEP DIVE	USD	\$0.00	No	
101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	USD	\$5,000.00	No	
101077	AXON AIR - RTC ON-SITE ONBOARDING (11-20 STDNTS)	USD	\$8,333.33	No	
101078	AXON AIR - RTC VIRTUAL ONBOARDING	USD	\$1,666.67	No	
101079	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (1-5 STDNTS)	USD	\$10,666.67	No	
101080	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (6-10 STDNTS)	USD	\$17,222.22	No	
101081	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (11-15 STDNTS)	USD	\$24,444.44	No	
101082	AXON AIR - RTC UAS BASIC PILOTS COURSE (1-5 STDNTS)	USD	\$12,777.78	No	
101083	AXON AIR - RTC UAS BASIC PILOTS COURSE (6-10 STDNTS)	USD	\$21,333.33	No	
101084	AXON AIR - RTC UAS BASIC PILOTS COURSE (11-15 STDNTS)	USD	\$29,444.44	No	
101085	AXON AIR - RTC UAS BASIC PILOTS COURSE (16-20 STDNTS)	USD	\$37,777.78	No	
101086	AXON AIR - RTC COUNTER DRONE MEASURES CRS (16 STDNT LIMIT)	USD	\$13,333.33	No	
101087	AXON AIR - RTC UAS CROWD MANAGEMENT (24 STDNT LIMIT)	USD	\$7,222.22	No	
101088	AXON AIR - RTC DFR COURSE (20 STDNT LIMIT)	USD	\$13,333.33	No	
101089	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (1-5 STDNTS)	USD	\$7,888.89	No	
101090	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (6-10 STDNTS)	USD	\$10,000.00	No	
101091	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (11-15 STDNTS)	USD	\$11,444.44	No	
101092	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (16-20 STDNTS)	USD	\$12,888.89	No	
101093	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (1-5 STDNTS)	USD	\$8,888.89	No	
101094	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (6-10 STDNTS)	USD	\$14,555.56	No	

Exhibit A, Sourcewell Contract No. 101223-AXN

Supplemental Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories
Hillsborough County Aviation Authority
Axon Enterprise, Inc.

Exhibit A - Sourcewell Contract No. 101223-AXN

101095	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (11-15 STDNTS)	USD	\$20,000.00	No	
101096	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (16-20 STDNTS)	USD	\$24,444.44	No	
101097	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (1-5 STDNTS)	USD	\$8,888.89	No	
101098	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (6-10 STDNTS)	USD	\$14,555.56	No	
101099	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (11-15 STDNTS)	USD	\$20,000.00	No	
101100	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (16-20 STDNTS)	USD	\$24,444.44	No	
101101	AXON AIR - RTC UAS MANAGERS COURSE (24 STUDENT LIMIT)	USD	\$7,222.22	No	
101102	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (1-5 STDNTS)	USD	\$9,444.44	No	
101103	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (6-10 STDNTS)	USD	\$15,111.11	No	
101104	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (11-15 STDNTS)	USD	\$20,555.56	No	
101105	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (1-5 STDNTS)	USD	\$19,444.44	No	
101106	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (6-10 STDNTS)	USD	\$22,222.22	No	
101107	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (11-15 STDNTS)	USD	\$22,222.22	No	
101108	AXON AIR - RTC UAS OPERATORS COURSE (1-5 STDNTS)	USD	\$17,222.22	No	
101109	AXON AIR - RTC UAS OPERATORS COURSE (6-10 STDNTS)	USD	\$28,444.44	No	
101110	AXON AIR - RTC UAS OPERATORS COURSE (11-15 STDNTS)	USD	\$38,888.89	No	
101111	AXON AIR - RTC UAS OPERATORS COURSE (16-20 STDNTS)	USD	\$46,666.67	No	
101112	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (1-5 ATTS)	USD	\$11,111.11	No	
101113	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (6-10 ATTS)	USD	\$18,444.44	No	
101114	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (11-15 ATTS)	USD	\$26,666.67	No	
101115	AXON AIR - RTC UAS VISUAL OBSERVER COURSE	USD	\$8,444.44	No	
101116	AXON AIR - HM 3 FT DRONE LANDING PAD	USD	\$69.99	No	
101117	AXON AIR - DN DJI MINI 3 FLY MORE KIT PLUS	USD	\$249.00	No	
101118	AXON AIR - DN DJI MINI 3 PRO INTELLIGENT FLIGHT BATTERY	USD	\$65.00	No	
101119	AXON VR - HOLSTER - T10 BLADE-TECH GREY - LH	USD	\$200.00	No	
101120	AXON VR - HOLSTER - T10 BLADE-TECH GREY - RH	USD	\$200.00	No	
101121	AXON AIR - DEDRONE DEFENDER	USD	\$75,000.00	No	
101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	USD	\$100.00	No	
101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	USD	\$100.00	No	
101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	USD	\$100.00	No	
101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	USD	\$100.00	No	
101128	AXON AIR - FL DFR TRIAL	USD	\$17,600.00	No	
101129	AXON AIR - FL EQUIPMENT LEASE	USD	\$3,520.00	No	
101130	AXON AIR - FL FAA COA TRAINING	USD	\$2,200.00	No	
101131	AXON AIR - FL FAA COA BLANKET	USD	\$1,650.00	No	
101132	AXON AIR - FL FAA COA JURISDICTION	USD	\$3,300.00	No	
101133	AXON AIR - FL FAA COA TBVLOS	USD	\$550.00	No	
101134	AXON AIR - FL FAA COA BVLOS	USD	\$6,600.00	No	
101135	AXON AIR - FL FAA COA 2 TO 1	USD	\$4,400.00	No	
101136	AXON AIR - FL HOURLY CONSULTING	USD	\$275.00	No	
101137	AXON AIR - FL RPIC TRAINING	USD	\$7,700.00	No	
101138	AXON AIR - FL ASO TRAINING (UP TO 10 OFFICERS)	USD	\$9,350.00	No	
101139	AXON AIR - FL RPIC DAY STAFFING - 40 HRS	USD	\$9,509.08	No	1
101140	AXON AIR - FL RPIC DAY STAFFING - 70 HRS	USD	\$16,640.83	No	1
101141	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 40 HRS	USD	\$10,360.17	No	1
101142	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 70 HRS	USD	\$18,130.25	No	1
101143	AXON AIR - FL VO NIGHT STAFFING - 20 HRS	USD	\$4,754.50	No	1
101144	AXON AIR - FL VO NIGHT STAFFING - 35 HRS	USD	\$8,320.42	No	1
101145	AXON AIR - FL ASO DAY STAFFING - 40 HRS	USD	\$14,300.00	No	1
101146	AXON AIR - FL ASO DAY STAFFING - 70 HRS	USD	\$25,025.00	No	1
101147	AXON AIR - FL ASO DAY/NIGHT STAFFING - 40 HRS	USD	\$15,253.33	No	1
101148	AXON AIR - FL ASO DAY/NIGHT STAFFING - 70 HRS	USD	\$26,693.33	No	1
101149	AXON BODY 3 - WALL WART CHARGER - 2.0 AMP 10 W 1 USB	USD	\$29.95	No	
101150	AXON FLEET - EXTERIOR CAMERA - FLEET 3	USD	\$1,399.00	No	
101152	AXON AIR - DN DOCK MAINTENANCE - 1 VISIT (PER YR)	USD	\$5,000.00	No	
101155	AXON AIR - DN DOCK INSTALLATION & TRAINING	USD	\$1,775.00	No	
101158	AXON AIR - DN DJI DOCK BUNDLE	USD	\$33,341.00	No	
101159	AXON AIR - DN DJI MATRICE 30 TB30 INTELLIGENT FLIGHT BATTERY	USD	\$329.00	No	
101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	USD	\$8,895.70	No	1
101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	USD	\$200.00	No	1
101163	AXON AIR - SKYDIO MODEL VIEWER FOR X10	USD	\$5.00	No	1
101164	AXON AIR - SKYDIO 2-UP CHARGER FOR X10	USD	\$439.00	No	
101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	USD	\$37.50	No	1
101166	AXON AIR - SKYDIO PATROL-LED DFR SUITE	USD	\$833.25	No	1
101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	USD	\$58.33	No	1
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	USD	\$10.00	No	1
101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	USD	\$761.67	No	1
101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	USD	\$1,949.00	No	
101171	AXON AIR - SKYDIO DYNAMIC MODE FOR X10	USD	\$15.00	No	1
101172	AXON AIR - SKYDIO X10 BLENDED TRAINING	USD	\$5,605.00	No	
101174	AXON EVIDENCE - MIGRATION DATABOX FEE	USD	\$7,500.00	No	
101176	AXON RECORDS - E-NOTES DEPLOYMENT	USD	\$30,000.00	No	
101180	AXON TASER - DATA SCIENCE PROGRAM	USD	\$1.42	No	1
101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	USD	\$1,500.00	No	
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	USD	\$375.00	No	
101186	AXON VR - PSO - VIRTUAL	USD	\$2,000.00	No	
101188	AXON EVIDENCE - LICENSE - INTL INTRO EVIDENCE.COM	USD	\$12.81	No	1
101189	AXON FLEET - RUGGED HOUSING - FLEET 3	USD	\$995.00	No	
101192	AXON JUSTICE - LEGACY MIGRATION	USD	\$50,000.00	No	

101193	AXON TASER - ON DEMAND CERTIFICATION	USD	\$2.85	No	1
101194	AXON AIR - SKYDIO LANDING PAD FOR NEXT X10	USD	\$99.00	No	
101195	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE 1YR	USD	\$1,249.00	No	
101196	AXON AIR - SKYDIO CARE FOR VT300-L SENSOR PACKAGE - 1 YEAR	USD	\$1,099.00	No	
101197	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5GHZ CELL VIS NA VT300Z	USD	\$10,883.00	No	
101198	AXON AIR - SKYDIO NIGHTSENSE FOR X10	USD	\$2,800.00	No	
101199	AXON AIR - SKYDIO TOWER CAPTURE FOR X10	USD	\$621.50	No	1
101200	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME 3YR	USD	\$3,099.00	No	
101201	AXON AIR - SKYDIO CARE EXT WTY VT300-L SENSOR PACKAGE - 3 YR	USD	\$1,799.00	No	
101202	AXON AIR - SKYDIO MOLLE POUCH (CONTROLLER + BATTERY) FOR X10	USD	\$160.00	No	
101203	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ CELL IR NA VT300L	USD	\$10,353.00	No	
101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	USD	\$5,743.00	No	
101205	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300L	USD	\$9,699.00	No	
101206	AXON AIR - SKYDIO X10 SPARES PLAN SAFE VEHICLE REFRESH	USD	\$999.00	No	
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	USD	\$2,500.00	No	
101210	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300L	USD	\$15,280.40	No	
101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	USD	\$320.00	No	
101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	USD	\$129.00	No	
101213	AXON AIR - SKYDIO X10 INSTRUCTOR TRAINING	USD	\$5,000.00	No	
101214	AXON AIR - SKYDIO X10 VEHICLE ONLY 2.4/5 GHZ CELLULAR IR NA	USD	\$5,554.00	No	
101215	AXON AIR - SKYDIO X10 CONTROLLER ONLY 2.4/5 GHZ CELLULAR NA	USD	\$3,200.00	No	
101216	AXON AIR - SKYDIO X10 MOLLE POUCH (VEHICLE + BATTERY)	USD	\$189.00	No	
101217	AXON AIR - SKYDIO CARE FOR X10 - 3 YR	USD	\$3,099.00	No	
101218	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300L	USD	\$15,280.40	No	
101220	AXON AIR - SKYDIO X10 SENSOR PACKAGE CASE	USD	\$89.00	No	
101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	USD	\$11,804.00	No	
101222	AXON AIR - SKYDIO X10 ADMIN HARD CASE (2 DRONE)	USD	\$749.00	No	
101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	USD	\$10.75	No	1
101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	USD	\$1,949.00	No	
101225	AXON AIR - SKYDIO X10 RTK/PPK	USD	\$920.00	No	
101226	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ CELL IR NA VT300Z	USD	\$10,883.00	No	
101227	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300L	USD	\$15,934.40	No	
101228	AXON AIR - SKYDIO X10 DATA TRANSFER ADD-ON (100 GB/MO) 1YR	USD	\$700.00	No	
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	USD	\$265.00	No	
101230	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300Z	USD	\$10,229.00	No	
101231	AXON AIR - SKYDIO 3D SCAN FOR X10	USD	\$350.00	No	1
101232	AXON AIR - SKYDIO PRO CASE (HARD-SHELL) FOR X10	USD	\$499.00	No	
101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	USD	\$25.00	No	1
101234	AXON AIR - SKYDIO CARE FOR X10 CELLULAR 5G (1YR)	USD	\$2,099.00	No	
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	USD	\$16,464.40	No	
101236	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300Z	USD	\$10,229.00	No	
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	USD	\$369.00	No	
101238	AXON AIR - SKYDIO X10 VEHICLE ONLY - 2.4/5 GHZ - IR - NA	USD	\$4,900.00	No	
101239	AXON AIR - SKYDIO VT300-Z SENSOR PACKAGE	USD	\$5,329.00	No	
101240	AXON AIR - SPARES PLAN FOR OPERATOR LAUNCHED X10	USD	\$999.00	No	
101241	AXON AIR - SKYDIO X10 SAFE VT300L REFRESH	USD	\$5,181.00	No	
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	USD	\$208.25	No	1
101243	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300Z	USD	\$15,810.40	No	
101244	AXON AIR - SKYDIO DRONE SOFTWARE FOR X10	USD	\$0.00	No	
101245	AXON AIR - SKYDIO CARE FOR X10 1-YR	USD	\$1,899.00	No	
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	USD	\$9,000.00	No	
101247	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELLVIS NA VT300Z	USD	\$16,464.40	No	
101248	AXON AIR - SKYDIO ATAK FOR X10	USD	\$208.25	No	1
101249	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELLVIS NA VT300L	USD	\$15,934.40	No	
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	USD	\$1,599.00	No	
101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	USD	\$3,300.00	No	
101252	AXON AIR - SKYDIO X10 VEHICLE ONLY 2.4/5 GHZ VIS NA	USD	\$4,900.00	No	
101253	AXON AIR - SKYDIO SCOUT FOR X10	USD	\$30.00	No	1
101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	USD	\$3,300.00	No	
101255	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300L SENSORPKG 3YR	USD	\$1,799.00	No	
101256	AXON AIR - SKYDIO VT300-L SENSOR PACAKAGE	USD	\$4,799.00	No	
101257	AXON AIR - SKYDIO X10 VEHICLE ONLY 2.4/5 GHZ CELLULAR VIS NA	USD	\$5,554.00	No	
101258	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5GHZ CELL VIS NA VT300L	USD	\$10,353.00	No	
101259	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300L	USD	\$9,699.00	No	
101260	AXON AIR - SKYDIO NIGHTSENSE VISIBLE LIGHT FOR X10	USD	\$2,800.00	No	
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	USD	\$2,800.00	No	
101262	AXON AIR - SKYDIO X10 SAFE AIRFRAME REFRESH	USD	\$11,110.00	No	
101263	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300Z	USD	\$15,810.40	No	
101264	AXON VR - PSO - VIRTUAL REALITY 1-DAY ADD-ON	USD	\$3,500.00	No	
101267	AXON VR - PSO - FULL INSTALLATION	USD	\$12,000.00	No	
101268	AXON AIR - SKY-HERO SIGYN REPLACEMENT FRONT WHITE LED	USD	\$250.00	No	
101269	AXON AIR - SKY-HERO TRIGGER REMOTE KIT	USD	\$2,275.00	No	
101270	AXON AIR - SKY-HERO P7 NARFI POUCH	USD	\$150.00	No	
101271	AXON AIR - SKY-HERO LOKI 2 TRIGGER DRONE STARTER KIT	USD	\$5,365.00	No	
101272	AXON AIR - SKY-HERO P7 TACTICAL BAG	USD	\$500.00	No	
101273	AXON AIR - SKY-HERO LOKI 2 LIPO BATTERY CHARGING HUB	USD	\$50.00	No	
101274	AXON AIR - SKY-HERO VERTICAL CAMERA PAYLOAD	USD	\$800.00	No	
101275	AXON AIR - SKY-HERO GROUND CONTROL SYSTEM DEVICE	USD	\$5,695.00	No	
101276	AXON AIR - SKY-HERO TYPHON DISTRACTION CARTRIDGE SET	USD	\$1,200.00	No	

101277	AXON AIR - SKY-HERO TACTICAL SCREEN	USD	\$650.00	No	
101278	AXON AIR - SKY-HERO LOKI 2 TRIGGER DRONE DEVICE	USD	\$2,500.00	No	
101279	AXON AIR - SKY-HERO - LOKI 2 TRIGGER DRONE SOFTWARE LICENSE	USD	\$0.00	No	
101280	AXON FLEET - TAP REFRESH - HOUSED CAMERA	USD	\$1,586.47	No	
101281	AXON FLEET 3 - EXT WARRANTY - HOUSED CAMERA	USD	\$8.37	No	1
101282	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	USD	\$3,000.00	No	
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	USD	\$92.52	No	1
101284	AXON EVIDENCE - STORAGE - 5GB	USD	\$0.40	No	1
101285	FLEET - CRADLEPOINT NETCLOUD PERFORMANCE ADV UPGRADE 3YR	USD	\$612.00	No	
101286	AXON FLEET - AIRGAIN ANT - 4-IN-1/5-IN-1 INTERIOR REMNT KIT	USD	\$20.00	No	
101287	FLEET - CRADLEPOINT NETCLOUD PERFORMANCE ADV UPGRADE 1YR	USD	\$204.00	No	
101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	USD	\$1.00	No	
101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	USD	\$100.00	No	
101291	AXON VR - HOLSTER - T7 SAFARILAND GRAY LH	USD	\$100.00	No	
101294	AXON VR - TABLET	USD	\$1,395.00	No	
101296	AXON VR - HOLSTER - T7 BLADE-TECH LH	USD	\$100.00	No	
101297	AXON VR - HOLSTER - T7 BLADE-TECH RH	USD	\$100.00	No	
101298	AXON VR - HOLSTER - T7 BLACKHAWK GRAY LH	USD	\$100.00	No	
101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	USD	\$100.00	No	
101300	AXON VR - TABLET CASE	USD	\$65.00	No	
101308	AXON VR - TRAINING - ACADEMY FULL USER ACCESS	USD	\$11.74	No	1
101310	AXON BODY 4 - 8 BAY DOCK - WITHOUT POWER ADAPTER OR ETHERNET	USD	\$1,595.00	No	
101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	USD	\$30,000.00	No	
101346	AXON JUSTICE - PSO - NON-AXON AGENCY INGESTION	USD	\$500.00	No	
101347	AXON JUSTICE - PSO - ONSITE SUPPORT	USD	\$20,000.00	No	1
101348	AXON TASER - FEES - EXPERT EXPENSES	USD	\$1.00	No	1
101349	AXON RESPOND - FUSUS - REGISTRY	USD	\$1,089.75	No	1
101350	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE - T	USD	\$4,000.00	No	
101351	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE - T	USD	\$5,000.00	No	
101352	AXON RESPOND - FUSUSCORE - LITE 512GB SDXC STORAGE - T	USD	\$200.00	No	
101353	AXON RESPOND - FUSUSCORE - LITE EXTENDED 1TB SDXC STORAGE - T	USD	\$300.00	No	
101354	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE - T	USD	\$2,000.00	No	
101355	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE - T	USD	\$1,000.00	No	
101356	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE - T	USD	\$600.00	No	
101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	USD	\$5,930.47	No	1
101358	AXON RESPOND - FUSUSONE - ENTERPRISE LEVEL SAAS	USD	\$17,791.40	No	1
101359	AXON RESPOND - FUSUSONE - ENTERPRISE PLUS LEVEL SAAS	USD	\$35,582.80	No	1
101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	USD	\$2,083.33	No	1
101361	AXON RESPOND - FUSUSONE - PARTNER LEVEL SAAS - 1 YR - T	USD	\$1,250.00	No	1
101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	USD	\$11,860.93	No	1
101371	AXON BODY 3 - REPLACEMENT BATTERY SERVICE	USD	\$199.00	No	
101382	AXON RESPOND - FUSUSCORE - LITE 512GB	USD	\$200.00	No	
101383	AXON RESPOND - FUSUSCORE - LITE 512GB WITH POE POWER	USD	\$250.00	No	
101384	AXON RESPOND - FUSUSCORE - LITE EXT 1TB SDXC STORAGE	USD	\$300.00	No	
101385	AXON RESPOND - FUSUSCORE - LITE EXT 1TB SDXC STORAGE POE PWR	USD	\$350.00	No	
101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	USD	\$600.00	No	
101388	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE	USD	\$1,000.00	No	
101389	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE	USD	\$2,000.00	No	
101390	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE	USD	\$4,000.00	No	
101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	USD	\$5,000.00	No	
101408	AXON RESPOND - FUSUSCORE - CAD	USD	\$600.00	No	
101409	AXON RESPOND - FUSUSCORE - LISTEN	USD	\$600.00	No	
101410	AXON RESPOND - FUSUSCORE - MOBILE CORE	USD	\$5,000.00	No	
101412	AXON VR - CONTROLLER - HANDGUN VRMPH	USD	\$1,957.00	No	
101413	AXON VR - CONTROLLER - HANDGUN VR320H	USD	\$1,957.00	No	
101418	AXON FLEET - CRADLEPOINT RX20-MC MODEM EXPANSION SLOT	USD	\$229.00	No	
101419	AXON TASER - SERVICE - DATA SCIENCE SETUP	USD	\$1,500.00	No	
101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	USD	\$22,000.00	No	
101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	USD	\$425.00	No	
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	USD	\$0.00	No	1
101425	AXON RESPOND - FUSUSCORE - CAD - T	USD	\$600.00	No	1
101426	AXON RESPOND - FUSUSCORE - LISTEN - T	USD	\$600.00	No	1
101427	AXON RESPOND - FUSUSCORE - MOBILE CORE - T	USD	\$5,000.00	No	1
101429	AXON RESPOND - FUSUSONE - CORE MOBILE CONNECT LICENSE	USD	\$272.81	No	1
101432	AXON BODY 4 - CLIP MOUNTS - OAKLEY POV	USD	\$29.95	No	
101436	AXON RESPOND - RESPOND ENHANCED EXPERIENCE - PSO	USD	\$5,000.00	No	
101451	TRUE UP - VR TASER 7/TASER 10 ADD-ON BUNDLE	USD	\$4.21	Yes	Yes
101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	USD	\$7.25	Yes	Yes
101458	AXON RESPOND - FUSUSONE - CORE BASIC CONNECT LICENSE	USD	\$17.79	No	Yes
101459	AXON RESPOND - FUSUSONE - CORE PRO CONNECT LICENSE	USD	\$106.75	No	Yes
101469	AXON RESPOND - FUSUS - AD HOC INTEGRATION	USD	\$15,000.00	No	
101474	AXON RESPOND - FUSUSONE - PRO TO ENTERPRISE SAAS UPSSELL	USD	\$5,930.47	No	Yes
101475	AXON RESPOND - FUSUSONE - BASIC TO PRO SAAS UPSSELL	USD	\$5,930.47	No	Yes
101476	AXON RESPOND - FUSUSONE - ENTERPRISE TO ENTERPRISE PLUS SAAS	USD	\$17,791.40	No	Yes
101484	MATRIXPOINTE - MATRIXSTORAGE	USD	\$50.00	No	Yes
101485	MATRIXPOINTE - MATRIXCIVIL	USD	\$100.00	No	Yes
101486	MATRIXPOINTE - MATRIXINVESTIGATOR	USD	\$100.00	No	Yes
101487	MATRIXPOINTE - MATRIXPROSECUTOR	USD	\$100.00	No	Yes
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	USD	\$250.00	No	

101541	AXON RESPOND - FUSUSONE - FUSUS SYNC STREAMS - 1080P	USD	\$45.67	No	Yes
101542	AXON RESPOND - FUSUSONE - FUSUS SYNC STREAMS - 720P	USD	\$22.90	No	Yes
999999	BUNDLE SCALER	USD	\$0.00	No	1
A00001	BUNDLE - AXON AIR SKY-HERO 1 DRONE STARTER	USD	BUNDLE PRICING	Yes	1
A00002	BUNDLE - AXON AIR SKY-HERO 2 DRONES STARTER	USD	BUNDLE PRICING	Yes	1
A00003	BUNDLE - AXON AIR SKY-HERO ROBOT POLE CAM	USD	BUNDLE PRICING	Yes	1
A00004	BUNDLE - AXON AIR SKY-HERO TRIGGER DRONE	USD	BUNDLE PRICING	Yes	1
A00005	BUNDLE - AXON AIR SKY-HERO TACTICAL	USD	BUNDLE PRICING	Yes	1
AB21B	AB2 1-Bay Dock Bundle	USD	\$794.07	Yes	1
AB2C	AB2 Camera Bundle	USD	\$993.87	Yes	1
AB2MuB	AB2 Multi-Bay Dock Bundle	USD	\$2,894.74	Yes	1
AB31BD	AB3 1-Bay Dock Bundle	USD	\$526.43	Yes	1
AB3C	AB3 Camera Bundle	USD	\$1,425.02	Yes	1
AB3MBD	AB3 Multi Bay Dock Bundle	USD	\$2,770.31	Yes	1
AttorneyPrem	Justice Premier	USD	\$140.91	Yes	1
B00017	BUNDLE - CORRECTIONS BASIC	USD	\$226.31	Yes	1
B00018	BUNDLE - CORRECTIONS BETTER	USD	\$254.77	Yes	1
B00019	BUNDLE - CORRECTIONS BEST	USD	\$318.82	Yes	1
B00020	BUNDLE - UNLIMITED	USD	\$185.03	Yes	1
B00021	BUNDLE - UNLIMITED 10YR	USD	\$185.03	Yes	1
B00022	BUNDLE - UNLIMITED PLUS	USD	\$313.13	Yes	1
B00023	BUNDLE - UNLIMITED PLUS 10YR	USD	\$313.13	Yes	1
B00024	BUNDLE - UNLIMITED PREMIUM	USD	\$384.29	Yes	1
B00025	BUNDLE - UNLIMITED PREMIUM 10YR	USD	\$384.29	Yes	1
BasicLicense	Basic License Bundle	USD	\$21.35	Yes	1
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	USD	\$47.40	Yes	1
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	USD	\$47.40	Yes	1
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	USD	\$16.30	Yes	1
BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	USD	\$16.30	Yes	1
BWCamTAP	Body Worn Camera TAP Bundle	USD	\$44.41	Yes	1
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	USD	\$44.41	Yes	1
BWCCore	Core BWC Bundle	USD	\$170.23	Yes	1
BWCCore10Y	Core BWC Bundle, 10YR	USD	\$170.23	Yes	1
BWCUwTAP	BWC Unlimited with TAP	USD	\$130.94	Yes	1
BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	USD	\$130.94	Yes	1
C00008	BUNDLE - TASER 7 CERTIFICATION	USD	\$99.63	Yes	1
C00009	BUNDLE - TASER 7 CERTIFICATION 10YR	USD	\$99.63	Yes	1
C00010	BUNDLE - TASER 10 CERTIFICATION	USD	\$106.75	Yes	1
C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	USD	\$106.75	Yes	1
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	USD	\$27.04	Yes	1
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	USD	\$37.01	Yes	1
C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	USD	\$128.10	Yes	1
C00015	BUNDLE - TASER 7 CERTIFICATION WITH VR 10YR	USD	\$128.10	Yes	1
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	USD	\$135.21	Yes	1
C00017	BUNDLE - TASER 10 CERTIFICATION WITH VR 10YR	USD	\$135.21	Yes	1
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	USD	\$260.95	Yes	1
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	USD	\$403.28	Yes	1
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	USD	\$166.06	Yes	1
CPSRenewal	CPSP Renewal	USD	\$521.07	Yes	1
CSPRenewal	CSP Renewal	USD	\$191.01	Yes	1
CTC+TMM	Critical Thinking Skills Training Bundle	USD	BUNDLE PRICING	Yes	1
DynamicBundle	Dynamic Bundle	USD	\$0.00	Yes	1
EntT7Repl	Enterprise TASER 7 Replacement Bundle	USD	\$103.62	Yes	1
F00006	BUNDLE - FLEET 3 ADVANCED WITH ZOLL	USD	\$404.22	Yes	1
F00007	BUNDLE - FLEET 3 ADVANCED WITH ZOLL 10YR	USD	\$352.98	Yes	1
F00008	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON	USD	\$54.09	Yes	1
F00009	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON WITH TAP	USD	\$83.98	Yes	1
F00010	BUNDLE - FLEET 3 ADVANCED + ZOLL RENEWAL	USD	\$318.82	Yes	1
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	1
F00012	BUNDLE - FLEET CRADLEPOINT R920 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	1
FEBasicMU	Fire/EMS BWC Basic Multi-User	USD	\$72.59	Yes	1
FireInvest	Fire Investigator Bundle	USD	\$146.60	Yes	1
Fleet2-TAP	Fleet 2 Without TAP	USD	\$133.79	Yes	1
Fleet2U	Fleet 2 Unlimited	USD	\$212.07	No	1
Fleet3A	Fleet 3 Advanced	USD	\$334.48	Yes	1
Fleet3A10Yr	Fleet 3 Advanced 10 Year	USD	\$294.63	Yes	1
Fleet3ARe	Fleet 3 Advanced Renewal	USD	\$249.08	Yes	1
Fleet3B	Fleet 3 Basic	USD	\$212.07	Yes	1
Fleet3B+TAP	Fleet 3 Basic + TAP	USD	\$269.01	Yes	1
Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	USD	\$235.42	Yes	1
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	USD	\$183.61	Yes	1
Fleet3B10Yr	Fleet 3 Basic 10 Year	USD	\$199.83	Yes	1
Fleet3BRe	Fleet 3 Basic Renewal	USD	\$126.67	Yes	1
Flex2C	Flex 2 Camera Bundle	USD	\$1,441.03	Yes	1
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	USD	\$2,801.03	Yes	1
Flex2SBD	Flex 2 Single-Bay Dock Bundle	USD	\$770.01	Yes	1
H00001	AB4 Camera Bundle	USD	\$1,568.81	Yes	1
H00002	AB4 Multi Bay Dock Bundle	USD	\$2,770.31	Yes	1
H00003	AB4 1-Bay Dock Bundle	USD	\$526.43	Yes	1

H00004	AB4 FLEX POV HARDWARE BUNDLE	USD	\$358.27	Yes	1
HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	USD	\$8.90	Yes	1
I00001	BUNDLE - IR - 2 CAMERA STARTER	USD	\$811.29	Yes	1
I00001	BUNDLE - IR - 2 CAMERA STARTER	USD	\$811.29	Yes	1
IBR1700MKit	CRADLEPOINT IBR-1700 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	1
IBR1700Kit	CRADLEPOINT IBR-1700 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	1
InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	USD	\$32.74	Yes	1
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	USD	\$42.70	Yes	1
IR1CA	Interview Room 1 Camera Standard	USD	\$2,848.05	Yes	
IR1CB	Interview Room 1 Camera Essential	USD	\$2,331.38	Yes	
IR2CA	Interview Room 2 Camera Standard	USD	\$3,502.77	Yes	
IR2CB	Interview Room 2 Camera Essential	USD	\$2,986.11	Yes	
M00001	BUNDLE - CORE TASER 7	USD	\$249.08	Yes	1
M00002	BUNDLE - CORE TASER 10	USD	\$256.20	Yes	1
M00003	BUNDLE - ACQUISITION	USD	\$69.74	Yes	1
M00004	BUNDLE - OFFICER SAFETY PLAN 7	USD	\$277.55	Yes	1
M00005	BUNDLE - OFFICER SAFETY PLAN 7 10YR	USD	\$277.55	Yes	1
M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	USD	\$384.29	Yes	1
M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	USD	\$384.29	Yes	1
M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	USD	\$455.46	Yes	1
M00009	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	USD	\$455.46	Yes	1
M00010	BUNDLE - OFFICER SAFETY PLAN 10	USD	\$284.66	Yes	1
M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	USD	\$284.66	Yes	1
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	USD	\$391.41	Yes	1
M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	\$391.41	Yes	1
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	USD	\$462.58	Yes	1
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	\$462.58	Yes	1
M00016	BUNDLE - FUSUS BASIC	USD	\$5,930.47	Yes	Yes
M00017	BUNDLE - FUSUS PRO	USD	\$11,860.93	Yes	Yes
M00018	BUNDLE - FUSUS ENTERPRISE	USD	\$17,791.40	Yes	Yes
M00019	BUNDLE - FUSUS ENTERPRISE PLUS	USD	\$35,582.80	Yes	Yes
M00020	BUNDLE - CORE TASER 7	USD	\$249.08	Yes	Yes
M00021	BUNDLE - CORE TASER 10	USD	\$256.20	Yes	Yes
M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	USD	\$5,930.47	Yes	Yes
M00023	BUNDLE - FUSUS UPSELL - PRO TO ENTERPRISE	USD	\$5,930.47	Yes	Yes
M00024	BUNDLE - FUSUS UPSELL - ENTERPRISE TO ENTERPRISE PLUS	USD	\$17,791.40	Yes	Yes
OSPX2	OSP X2	USD	\$176.49	Yes	1
OSPX26P	OSP X26P	USD	\$176.49	Yes	1
Pro+	Pro+ Bundle	USD	\$119.56	Yes	1
Pro+Enterprise	Pro + Enterprise	USD	\$1,858,446.70	Yes	
ProEnterprise	Pro Enterprise	USD	\$1,398,830.85	Yes	
ProLicense	Pro License Bundle	USD	\$56.93	Yes	1
R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	1
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	1
S00001	RECORDS & STANDARDS BUNDLE	USD	BUNDLE PRICING	Yes	1
S00005	BUNDLE - DEMS INTRO LICENSE WITH STORAGE - INTL	USD	\$12.81	Yes	1
T00001	AB4 FLEX POV TAP BUNDLE	USD	\$9.68	Yes	1
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	USD	BUNDLE PRICING	Yes	1
T10Basic	TASER 10 Basic Bundle	USD	\$78.28	Yes	1
T10CK	TASER 10 Cartridge Kit	USD	BUNDLE PRICING	Yes	1
T10HCARTAO	T10 HALT CARTRIDGE ADD-ON BUNDLE	USD	\$8.18	Yes	1
T10HWK	TASER 10 Hardware Kit	USD	BUNDLE PRICING	Yes	
T10HWKS	TASER 10 Hardware Kit Spares	USD	BUNDLE PRICING	Yes	
T7Basic	TASER 7 Basic Bundle	USD	\$69.74	Yes	1
T7Basic2Cert	T7 Basic to T7 Cert Upgrade	USD	\$35.58	Yes	1
T7CQB	T7 CQ Basic	USD	\$51.17	Yes	1
T7CQBudget	T7CQ Budget	USD	\$62.20	Yes	1
T7CQD10	T7CQ Dock 10 Year	USD	\$78.50	Yes	1
T7CQDAO	T7 CQ Dock Add-On (Shared Handles)	USD	\$10.39	Yes	1
T7CQDock	T7CQ Dock	USD	\$78.50	Yes	1
T7Dock	T7 Dock	USD	\$2,121.79	Yes	1
TapHeadset	VR Headset TAP Bundle	USD	\$56.09	Yes	1
TapHeadset10Y	VR Headset TAP Bundle, 10YR	USD	\$79.41	Yes	1
TapTablet	VR Tablet TAP Bundle	USD	\$30.90	Yes	1
TapTablet10Y	VR Tablet TAP Bundle, 10YR	USD	\$45.90	Yes	1
TASER60-X26PBasic	TASER 60 - X26P Basic	USD	\$45.55	Yes	1
TASER60-X26PUnlimited	TASER 60 - X26P Unlimited	USD	\$64.05	Yes	1
TASER60-X2Basic	TASER 60 - X2 Basic	USD	\$56.93	Yes	1
TASER60-X2Unlimited	TASER 60 - X2 Unlimited	USD	\$78.28	Yes	1
UCPSmartX2	UCP Smart (X2)	USD	\$27.61	Yes	1
UCPStandardX26P	UCP Standard (X26P)	USD	\$25.62	Yes	1
UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	USD	\$78.50	Yes	1
V00002	BUNDLE - VR CONTROLLER - T7/T10	USD	BUNDLE PRICING	Yes	1
V00005	BUNDLE - VR - TASER CONTROLLER TAP	USD	\$55.00	Yes	1
V00006	BUNDLE - VR - TASER CONTROLLER TAP 10YR	USD	\$72.25	Yes	1
V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	USD	\$58.50	Yes	1
V00008	BUNDLE - VR - HANDGUN CONTROLLER TAP 10YR	USD	\$77.03	Yes	1
V00009	BUNDLE - VR - CONTROLLER KIT T7	USD	BUNDLE PRICING	Yes	1
V00010	BUNDLE - VR - CONTROLLER KIT T10	USD	BUNDLE PRICING	Yes	1

Exhibit A - Sourcewell Contract No. 101223-AXN

V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	USD	\$31.31	Yes	Yes
V00012	BUNDLE - VR - TASER 10 ADD-ON BUNDLE	USD	\$31.31	Yes	Yes
V00013	BUNDLE - VR - TASER 7 ADD-ON BUNDLE WITH TAP	USD	\$31.31	Yes	Yes
V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	USD	\$31.31	Yes	Yes
Vantage	Vantage Bundle	USD	\$131.80	Yes	1
Vantage+	Vantage Plus Bundle	USD	\$205.81	Yes	1
Vantage+AO	Vantage Plus Bundle Add-on	USD	\$146.60	Yes	1
VantageAO	Vantage Bundle Add-on	USD	\$87.39	Yes	1
VisionAO	Vision Bundle Add-on	USD	\$42.98	Yes	1

Exhibit A - Sourcewell Contract No. 101223-AXN

Product Code	Product Name	New Price	Old Pricing	Modification
80225	AXON EVIDENCE - DEMS INTEGRATION SUPPORT	\$ 593.04		Add Item
100693	AXON INTERVIEW MOBILE KIT V2	\$ 12,000.00		Add Item
100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	\$ 32.95		Add Item
100864	AXON BODY 4 - MOUNT - OAKLEY FLAK 2.0 POV	\$ 269.95		Add Item
100985	AXON BODY 4 - MOUNT - UNIVERSAL HELMET EXTENDED POV	\$ 32.95		Add Item
101149	AXON BODY 3 - WALL WART CHARGER - 2.0 AMP 10 W 1 USB	\$ 29.95		Add Item
101285	FLEET - CRADLEPOINT NETCLOUD PERFORMANCE ADV UPGRADE 3YR	\$ 612.00		Add Item
101287	FLEET - CRADLEPOINT NETCLOUD PERFORMANCE ADV UPGRADE 1YR	\$ 204.00		Add Item
101310	AXON BODY 4 - 8 BAY DOCK - WITHOUT POWER ADAPTER OR ETHERNET	\$ 1,595.00		Add Item
101371	AXON BODY 3 - REPLACEMENT BATTERY SERVICE	\$ 199.00		Add Item
101382	AXON RESPOND - FUSUSCORE - LITE 512GB	\$ 200.00		Add Item
101383	AXON RESPOND - FUSUSCORE - LITE 512GB WITH POE POWER	\$ 250.00		Add Item
101384	AXON RESPOND - FUSUSCORE - LITE EXT 1TB SDXC STORAGE	\$ 300.00		Add Item
101385	AXON RESPOND - FUSUSCORE - LITE EXT 1TB SDXC STORAGE POE PWR	\$ 350.00		Add Item
101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	\$ 600.00		Add Item
101388	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE	\$ 1,000.00		Add Item
101389	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE	\$ 2,000.00		Add Item
101390	AXON RESPOND - FUSUSCORE - ELITE 2.0 4ATB HDD STORAGE	\$ 4,000.00		Add Item
101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 4ATB HDD STORAGE	\$ 5,000.00		Add Item
101408	AXON RESPOND - FUSUSCORE - CAD	\$ 600.00		Add Item
101409	AXON RESPOND - FUSUSCORE - LISTEN	\$ 600.00		Add Item
101410	AXON RESPOND - FUSUSCORE - MOBILE CORE	\$ 5,000.00		Add Item
101418	AXON FLEET - CRADLEPOINT RX20-MC MODEM EXPANSION SLOT	\$ 229.00		Add Item
101432	AXON BODY 4 - CLIP MOUNTS - OAKLEY POV	\$ 29.95		Add Item
101436	AXON RESPOND - RESPOND ENHANCED EXPERIENCE - PSD	\$ 5,000.00		Add Item
101451	TRUE UP - VR TASER 7/TASER 10 ADD-ON BUNDLE	\$ 4.21		Add Item
101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	\$ 7.25		Add Item
101458	AXON RESPOND - FUSUSONE - CORE BASIC CONNECT LICENSE	\$ 17.79		Add Item
101459	AXON RESPOND - FUSUSONE - CORE PRO CONNECT LICENSE	\$ 106.75		Add Item
101469	AXON RESPOND - FUSUS - AD HOC INTEGRATION	\$ 15,000.00		Add Item
101474	AXON RESPOND - FUSUSONE - PRO TO ENTERPRISE SAAS UPSSELL	\$ 5,930.47		Add Item
101475	AXON RESPOND - FUSUSONE - BASIC TO PRO SAAS UPSSELL	\$ 5,930.47		Add Item
101476	AXON RESPOND - FUSUSONE - ENTERPRISE TO ENTERPRISE PLUS SAAS	\$ 17,791.40		Add Item
101484	MATRIXPOINTE - MATRIX STORAGE	\$ 50.00		Add Item
101485	MATRIXPOINTE - MATRIX CIVIL	\$ 100.00		Add Item
101486	MATRIXPOINTE - MATRIX INVESTIGATOR	\$ 100.00		Add Item
101487	MATRIXPOINTE - MATRIX PROSECUTOR	\$ 100.00		Add Item
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	\$ 250.00		Add Item
101541	AXON RESPOND - FUSUSONE - FUSUS SYNC STREAMS - 1080P	\$ 45.67		Add Item
101542	AXON RESPOND - FUSUSONE - FUSUS SYNC STREAMS - 720P	\$ 22.90		Add Item
M00016	BUNDLE - FUSUS BASIC	\$ 5,930.47		Add Item
M00017	BUNDLE - FUSUS PRO	\$ 11,860.93		Add Item
M00018	BUNDLE - FUSUS ENTERPRISE	\$ 17,791.40		Add Item
M00019	BUNDLE - FUSUS ENTERPRISE PLUS	\$ 35,582.80		Add Item
M00020	BUNDLE - CORE TASER 7	\$ 249.08		Add Item
M00021	BUNDLE - CORE TASER 10	\$ 256.20		Add Item
M00022	BUNDLE - FUSUS UPSSELL - BASIC TO PRO	\$ 5,930.47		Add Item
M00023	BUNDLE - FUSUS UPSSELL - PRO TO ENTERPRISE	\$ 5,930.47		Add Item
M00024	BUNDLE - FUSUS UPSSELL - ENTERPRISE TO ENTERPRISE PLUS	\$ 17,791.40		Add Item
V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	\$ 31.31		Add Item
V00012	BUNDLE - VR - TASER 10 ADD-ON BUNDLE	\$ 31.31		Add Item
V00013	BUNDLE - VR - TASER 7 ADD-ON BUNDLE WITH TAP	\$ 31.31		Add Item
V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	\$ 31.31		Add Item
101359	AXON RESPOND - FUSUSONE - ENTERPRISE PLUS LEVEL SAAS	\$ 35,582.80		Description Change
101429	AXON RESPOND - FUSUSONE - CORE MOBILE CONNECT LICENSE	\$ 272.81		Description Change
101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	\$ 11,860.93		Description Change
101358	AXON RESPOND - FUSUSONE - ENTERPRISE LEVEL SAAS	\$ 17,791.40		Description Change
11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	\$ 31.30		Description Change
11509	AXON BODY - BELT CLIP - RAPIDLOCK	\$ 31.30		Description Change
11702	AXON BODY - RAPIDLOCK MOUNT - ACTION CAMERA	\$ 29.95		Description Change
11703	AXON BODY - MOUNT - RAPIDLOCK MINI MOLLE	\$ 29.95		Description Change
11704	AXON BODY - MOUNT - RAPIDLOCK JACKET	\$ 31.30		Description Change
11709	AXON BODY - MOUNT - RAPIDLOCK PATCH	\$ 29.95		Description Change
22512	AXON TASER X26P - HOLSTER - SA FARILAND QLS W/MOLLE RH	\$ 108.00		Description Change
44852	AXON TASER X26E - HOLSTER - BLADE-TECH WITH TEK-LOK RH	\$ 59.65		Description Change
44853	AXON TASER X26E - HOLSTER - BLADE-TECH WITH TEK-LOK LH	\$ 59.65		Description Change
44872	AXON TASER X26 - HOLSTER - BLACKHAWK 44H015BK-R-B RH	\$ 59.65		Description Change
44873	AXON TASER X26 - HOLSTER - BLACKHAWK 44H015BK-L-B LH	\$ 59.65		Description Change
71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	\$ 10.00		Description Change
71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	\$ 349.00		Description Change
73391	AXON FLEET 3 - DEPLOYMENT PERVEHICLE - NOT OVERSIZED	\$ 1,700.00		Description Change
73618	AXON COMMUNITY REQUEST	\$ 14.23		Description Change
74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	\$ 31.30		Description Change
74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	\$ 31.30		Description Change
74208	AXON TASER - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	\$ 398.05		Description Change
74209	AXON TASER - SIX BAY BATTERY DATAPORT	\$ 1,368.50		Description Change
80129	AXON FLEET - INSTALL - SIGNA I/ROUTER/RADAR (PER VEHICLE)	\$ 65.00		Description Change
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	\$ 0.71		Description Change
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	\$ 10.60		Description Change
100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	\$ 29.95		Description Change
100206	AXON BODY 4 - 8 BAY DOCK	\$ 1,595.00		Description Change
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$ 22.00		Description Change
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	\$ -		Description Change
100562	AXON EVIDENCE - PSO - INTEGRATION SERVICES	\$ 35,000.00		Description Change
100698	AXON FLEET 3 - 2 CAMERA KIT - HIGH CAPACITY	\$ 3,495.00		Description Change
100699	AXON FLEET 3 - HUB - HIGH CAPACITY	\$ 1,950.00		Description Change
100959	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	\$ 1,595.00		Description Change
101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	\$ 1,500.00		Description Change
M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	\$ 284.66		Description Change
101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	\$ 5,930.47		Description Change
100852	C-CLIP, AXON BODY 4 POV	\$ 9.99		Description Change
100563	AXON EVIDENCE - PSO - INTEGRATION SUPPORT	\$ 593.05		Description Change
101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	\$ 2,965.23	\$ 2,083.33	Price Change & Description Change
101349	AXON RESPOND - FUSUS - REGISTRY	\$ 1,779.14	\$ 1,089.75	Price Change & Description Change
100449	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING	\$ 9,000.00	\$ 5,640.00	Price Change
100450	AXON AIR - SKYDIO 2/2+ INSTRUCTOR TRAINING	\$ 5,000.00	\$ 2,410.00	Price Change
100458	AXON AIR - SKYDIO X2E INSTRUCTOR TRAINING	\$ 5,000.00	\$ 2,510.00	Price Change
101213	AXON AIR - SKYDIO X10 INSTRUCTOR TRAINING	\$ 5,000.00	\$ 2,510.00	Price Change
100381	AXON AIR - FOTOKITE VEHICLE DOCK TABLET CHARGING STATION	\$ 2,590.00	\$ 511.00	Price Change
100457	AXON AIR - SKYDIO X2E IN-PERSON TRAINING	\$ 9,000.00	\$ 7,800.00	Price Change
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	\$ 9,000.00	\$ 7,800.00	Price Change
100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	\$ 109.99	\$ 30.14	Price Change
101260	AXON AIR - SKYDIO NIGHTSENSE VISIBLE LIGHT FOR X10	\$ 2,800.00	\$ -	Price Change
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	\$ 2,800.00	\$ -	Price Change

Exhibit B - Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Axon Enterprise, Inc. ("Company"), hereby attests under penalty of perjury that the Company:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of the Company.

Date: _____, 20__
Company: _____

Signed: _____
Name: _____
Title: _____

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

- A. Travel Authorization and Approval:
 - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
 - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
 - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

EXHIBIT D, AUTHORITY POLICY P412 -
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/07/2024

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570107560381 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / <input type="checkbox"/> N N / A PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Technology			014362782 Cyber/Tech E&O SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Security/Privacy Lim \$5,000,000 Policy Limit \$5,000,000 SIR \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and it's employees are included as Additional Insured in accordance with the policy provisions of the cyber Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Hillsborough County Aviation Authority Attn: Chief Executive Officer Tampa International Airport PO Box 22287 Tampa FL 33622 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Certificate No : 570107560381





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2024

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Nutmeg Insurance Co		39608
	INSURER C: National Casualty Company		11991
	INSURER D: Navigators Insurance Co		42307
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 570107535351	REVISION NUMBER:
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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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info att'd GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops	Y	Y	NGO0001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
							Per Occ. SIR	\$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UNO0000235	08/01/2024	08/01/2025	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	59WEAC0S6D	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and it's employees, are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and it's employees in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER	CANCELLATION
Hillsborough County Aviation Authority Attn: Chief Executive Officer Tampa International Airport P.O. Box 22287 Tampa FL 33622 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

Certificate No : 570107535351





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570107535351			
CARRIER See Certificate Number: 570107535351	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**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				RK24EXC744358IV 10M xs 9M	08/01/2024	08/01/2025	Aggregate	\$10,000,000
							Each Occurrence	\$10,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570107535351			
CARRIER See Certificate Number: 570107535351	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**

Workers Compensation Coverage

- Hartford Fire Insurance Company
 - AL, OK, UT, VT
- Nutmeg Insurance Company
 - AZ, IL, MI
- Twin City Fire Insurance Company
 - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT, NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI, WY
- Sentinel Insurance Company Ltd.
 - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
 - CO
- Property and Casualty Insurance Company of Hartford
 - DC
- Hartford Underwriters Insurance Company
 - HI, NJ, MO
- Hartford Accident and Indemnity Company
 NC, NV



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570107535351		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570107535351	NAIC CODE		

ADDITIONAL REMARKS

<p>THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance</p>
<p>Products Liability Schedule</p>
<p>Products/Completed Operations Coverage 8/1/2024 - 8/1/2025:</p> <p>Policy #034064091 Lexington Insurance Company Claims Made Coverage Form - Products Liability \$10,000,000 Each Occurrence Limit \$10,000,000 Products/Completed Operations Aggregate Limit \$ 5,000,000 Per Occurrence Self Insured Retention</p> <p>Policy #034064092 Lexington Insurance Company Occurrence Coverage Form - Products Liability \$10,000,000 Each Occurrence Limit \$10,000,000 Products/Completed Operations Aggregate Limit \$ 5,000,000 Per Occurrence Self Insured Retention</p>