

BILL NO.: 19-0402

ORDINANCE NO.: 19-16

INTRODUCED BY: COUNCIL MEMBER (s) Reuler

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR CONDUCTED ELECTRICAL WEAPONS 2019; AND
5 AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY
6 NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE
7 AWARD OF THE BIDS AND PROPOSALS.

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Conducted Electrical Weapons 2019

13 **NUMBER OF BIDS RECEIVED**

14

15 DATE OF BID OPENING

16 3-19-2019

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of the Sheriff has determined that certain bids and proposals represent the

FILED

APR 12 2019

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KEN WALLER
COUNTY CLERK JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract# 19-0022

- 1 lowest and best bid for the respective items or services and met the bid or proposal
- 2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Axon Enterprise, Inc. for a term of four
5 (4) year plan, upon approval by the County Council and County Executive for **up to**
6 **\$21,563.00 for year 1, \$21,562.50 for years 2, 3, and 4, for total amount not to exceed**
7 **\$86,250.50 for the term**, subject to budgetary limitations.

8 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

9 AS FOLLOWS:

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

BID NAME

Conducted Electrical Weapons 2019

TERM

Four (4) year plan

Upon approval by the County Council and County Executive

AMOUNT

up to \$21,563.00 for year 1

20 \$21,562.50 for years 2, 3, and 4

for total amount not to exceed \$86,250.50 for the term

subject to budgetary limitations

AWARDED BIDDER

Axon Enterprise, Inc.

3 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
4 County Executive to execute the agreement attached hereto and incorporated herein by
5 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
6 award of the bids and proposals set forth in this Ordinance. The County Executive is
7 further authorized to take any and all actions necessary to carry out the intent of this
8 Ordinance.

9 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
10 thereto, and any contracts or agreements shall be maintained by the Department of the
11 County Clerk consistent with the rules and procedures for the maintenance and retention
12 of records as promulgated by the Secretary of State.

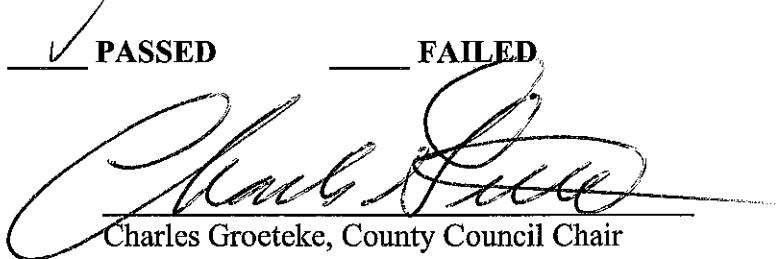
13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Tracey Perry	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 8th DAY OF April, 2019:

✓ PASSED FAILED

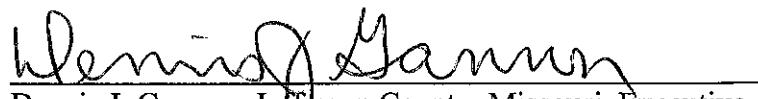


Charles Groeteke, County Council Chair

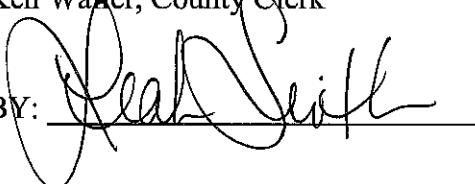
Pat Schlette
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11th DAY OF April, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Waller
Ken Waller, County Clerk
BY: 

Reading Date: 04-08-2019

ORIGINAL



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 19-0022

Request for Proposal: CONDUCTED ELECTRICAL WEAPONS 2019 Date Issued: 2-13-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 19, 2019, AT 2:00 P.M. LOCAL TIME.

Specification
Contact:
LT. COL. TIM WHITNEY
Jefferson County Sheriff's Office
636-797-5528
twhitney@jeffcomo.org

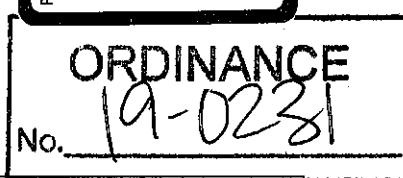
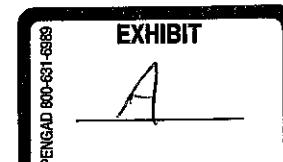
Contract
Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5380

Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:

Contract Term:
FOUR YEAR CONTRACT
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

Vendor
Information:

SAMPLE ENVELOPE



VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Axon Enterprise, Inc.
Company Name

17800 N. 85th Street
Address

Scottsdale, Arizona 85255
City/State/Zip Code

800.978.0797
Telephone #

bobby@taser.com
E-mail

Joshua Isner
Authorized Agent (Print)

Signature

Chief Revenue Officer
Title

86-0741227
Date

Tax ID #

480.991.0791

Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: MR"

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcoMo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X)Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcoomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

- F. NON-EXCLUSIVE AGREEMENT:**
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.
- H. INSPECTION, ACCEPTANCE AND APPROVALS:**
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.
- I. WARRANTY:**
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.
- J. PAYMENT:**
County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.
- K. CHANGE ORDER:**
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.
- L. DELIVERIES:**
Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.
- M. RESPONSIBILITY FOR SUPPLIES:**
Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.
- N. SUBCONTRACTS:**
Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
- O. CHOICE OF LAW:**
This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Delaware

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

LT. COL. TIM WHITNEY – JEFFERSON COUNTY SHERIFF’S OFFICE

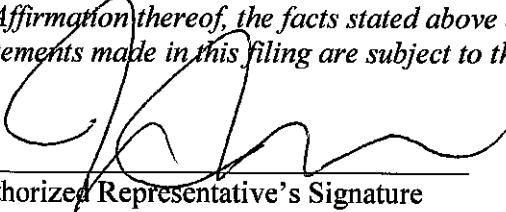
636-797-5528

AFFIDAVIT OF WORK AUTHORIZATION

○ The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Joshua Isner (Name of Business Entity Authorized Representative) as Chief Revenue Officer (Position/Title) first being duly sworn on my oath, affirm Axon Enterprise, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that Axon Enterprise, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Joshua Isner
Printed Name

○ Chief Revenue Officer
Title

3/7/2019
Date

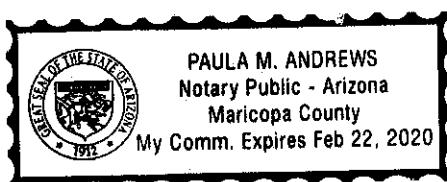
Subscribed and sworn to before me this 7th of March 2019. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Maricopa, State of
(NAME OF COUNTY)

Arizona, and my commission expires on 2.22.20.
(NAME OF STATE) (DATE)

Paula M. Andrews
Signature of Notary

3.7.19
Date



AFFIDAVIT OF WORK AUTHORIZATION

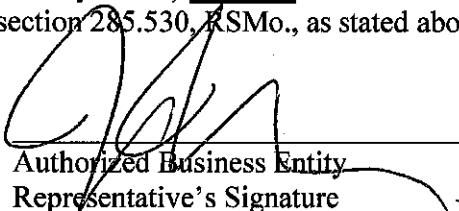
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Axon Enterprise, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Joshua Isner

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Axon Enterprise, Inc.
Business Entity Name

3/7/2019
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

CONDUCTED ELECTRICAL WEAPONS

Request is for TASER MODEL X-2, 2 SHOT, DUAL LASER

QUANTITIES

- Item #1-Taser X-2 2 shot 50 Units
- Item#2-X2 Holsters 50 Units
- Item#3-X2 Power Magazines 50 Units
- Item#4-X2 Smart Cartridges 300 Units
- Item#5-X2 Data Port Download kits 2 Units

SPECIFICATIONS

Item #1-Taser Brand X2 2-shot Dual Laser

- Law Enforcement conducted electrical weapons (CEW)
- Output waveform: Precision Shaped Pulse ™ technology
- Pulse rate: Consistent pulse rate of 19 pulses per second (PPS)
- Estimated useful life: Approximately 5 years
- Power source: Non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second discharges
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle. The cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with Taser standard series cartridges
- Model #11003 (Yellow)
- Meets or exceeds an industry standard 6' drop test
- Includes a four (4) year extended warranty item#11004
- Includes a four (4) year payment plan
- Includes Taser 60 Unlimited Plan

Unit Price **\$1220.00 /each**

OPTIONAL:

- Taser Assurance Plan (TAP), which includes replacement of handle every five (5) years. TAP includes on-site spare units, including an extended warranty at no additional cost through the life of the agreement.

Item#2-X2 Holsters

- Holster X2 Right Hand, Blackhawk, item# 22501

Unit Price \$ 63.00 /each

- Holster X2 Left hand, Blackhawk, item# 22504

Unit Price \$ 63.00 /each

Item#3-X2 Power Magazines

- Performance Power Magazine (PPM), item# 22010

Unit Price \$ 65.00 /each

- Tactical Performance Power Magazine (TPPM) item# 22012

Unit Price \$ 65.00 /each

- Extended Automatic Shut-Down Power Magazine (XAPPM) item# 22011

Unit Price \$ 78.00 /each

Item#4-X2 Smart Cartridges

- 15' Live Smart Cartridge item# 22150

Unit Price \$ 36.00 each

- 25' Live Smart Cartridge item# 22151

Unit Price \$ 38.00 /each

- 35' Live Smart Cartridge item# 22152

Unit Price \$ NA /each

- Inert Simulator 25' Smart Cartridge item# 22155

Unit Price \$ /each

- 25' Training Smart Cartridge item# 22157

Unit Price \$ 37.00 /each

- Alligator Clip Smart Cartridge Item# 33112 NA

Item#5 Data Port Download Kits

- Kit, Dataport Download, USB, X2

Unit Price \$ 200.00 /each

Professional Services

- CEW Starter Package item# 85147

Unit Price \$ 2500.00 /each

- CEW Add on Services with Instructor Training item# 85168

Unit Price \$ 1500.00 /each

Four (4) year finance plan

- Vendor must submit a detailed plan to support the purchase, warranty, and continued maintenance of the X2 platform to not exceed four (4) years.

Unit Price – Year 1 \$ 21,563.00/year

Unit Price – Year 2 \$ 21,563.00/year

Unit Price – Year 3 \$ 21,563.00/year

Unit Price – Year 4 \$ 21,563.00/year

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 7th day of March 2019:

Axon Enterprise, Inc.
Company Name

Signature

Joshua Isner

Print

Company Address:

17800 N. 85th Street

Scottsdale, Arizona 85255

Phone: 800-978-2737

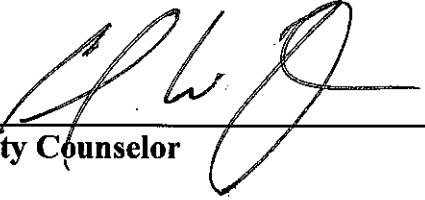
County of Jefferson, State of Missouri


Dennis Gannon J. County Executive

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Axon Enterprise, Inc.

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 70,450.00

BY: Robert Driscoll

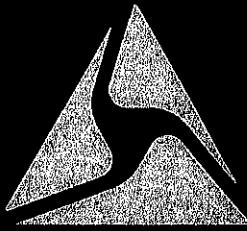
TITLE: VP, Associate General Counsel

COMPANY: Axon Enterprise, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 800-978-2737 **E-mail** contracts@axon.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**



AXON

Jefferson County Sheriff's Office - MO

AXON SALES REPRESENTATIVE

Steve Insalaco
(480) 905-2023
sinsalaco@axon.com

ISSUED
3/7/2019

Q-200239-43531-697SI



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

Q-200239-43531.697SI

Issued: 03/07/2019

Quote Expiration: 04/30/2019

Account Number: 123629

Start Date: 05/01/2019
 Payment Terms: Net 30
 Delivery Method: FedEx - Ground

SALES REPRESENTATIVE

Steve Insalaco
 Phone: (480) 905-2023
 Email: sinsalaco@axon.com
 Fax: (480) 448-9922

PRIMARY CONTACT

Michael Toombs
 Phone: (636) 797-5518
 Email: mtoombs@jeffcomo.org

SHIP TO

Michael Toombs
 Jefferson County Sheriff's Office - MO
 400 First Street
 Hillsboro, MO 63050
 US

BILL TO

Jefferson County Sheriff's Office - MO
 P.O. BOX 100
 Hillsboro, MO 63050
 US

X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
Hardware					
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	50	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	100	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	50	0.00	0.00	0.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	50	0.00	0.00	0.00
					Subtotal 21,563.00
					Estimated Shipping 0.00
					Estimated Tax 0.00
					Total 21,563.00

X2 - SPARE NO CHARGE

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	1	65.00	0.00	0.00
85175	TASER 60 X2	1	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	1	1,220.00	0.00	0.00
					Subtotal 0.00
					Estimated Tax 0.00
					Total 0.00

Q-200239-43531.697SI



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

Q-200239-43531.697SI

Issued: 03/07/2019

Quote Expiration: 04/30/2019

Account Number: 123629

Start Date: 05/01/2019

Payment Terms: Net 30

Delivery Method: FedEx - Ground

SALES REPRESENTATIVE

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 Jefferson County Sheriff's Office - MO
 400 First Street
 Hillsboro, MO 63050
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BILL TO

Jefferson County Sheriff's Office - MO
 P.O. BOX 100
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 US

X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
Hardware					
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	50	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	100	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	50	0.00	0.00	0.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	50	0.00	0.00	0.00
					Subtotal 21,563.00
					Estimated Shipping 0.00
					Estimated Tax 0.00
					Total 21,563.00

X2 - SPARE NO CHARGE

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	1	65.00	0.00	0.00
85175	TASER 60 X2	1	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	1	1,220.00	0.00	0.00
					Subtotal 0.00
					Estimated Tax 0.00
					Total 0.00

Q-200239-43531.697SI

TASER 60 YEAR 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

TASER 60 YEAR 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

TASER 60 YEAR 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

Grand Total

86,250.50



Discounts (USD)

Quote Expiration: 04/30/2019

List Amount	87,735.00
Discounts	1,484.50
Total	86,250.50

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1	21,563.00
X2 - SPARE NO CHARGE	0.00
TASER 60 YEAR 2	21,562.50
TASER 60 YEAR 3	21,562.50
TASER 60 YEAR 4	21,562.50
Grand Total	86,250.50



Discounts (USD)

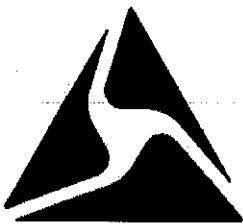
Quote Expiration: 04/30/2019

List Amount	87,735.00
Discounts	1,484.50
Total	86,250.50

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1	21,563.00
X2 - SPARE NO CHARGE	0.00
TASER 60 YEAR 2	21,562.50
TASER 60 YEAR 3	21,562.50
TASER 60 YEAR 4	21,562.50
Grand Total	86,250.50



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

Q-198255-43530.887SI

Issued: 03/06/2019

Quote Expiration: 04/30/2019

Account Number: 123629

Start Date: 05/01/2019

Payment Terms: Net 30

Delivery Method: FedEx - Ground

SALES REPRESENTATIVE

Steve Insalaco

Phone: (480) 905-2023

Email: sinsalaco@axon.com

Fax: (480) 448-9922

PRIMARY CONTACT

Michael Toombs

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BILL TO

Jefferson County Sheriff's Office - MO
 P.O. BOX 100
 Hillsboro, MO 63050
 US

X2 - TPPM - HOLSTER - CARTRIDGES - 1-YEAR WARRANTY - PURCHASE

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	50	78.00	78.00	3,900.00
22003	YELLOW X2 CEW, HANDLE	50	1,220.00	1,220.00	61,000.00
22151	25 FT SMART CARTRIDGE, X2	50	38.00	38.00	1,900.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	50	65.00	65.00	3,250.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	200.00	200.00	400.00
					Subtotal
					70,450.00
					Estimated Shipping
					0.00
					Estimated Tax
					0.00
					Total
					70,450.00

Grand Total

70,450.00

Q-198255-43530.887SI

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

**PO# (Or write
N/A):** _____

Please sign and email to Steve Insalaco at sinsalaco@axon.com or fax to (480) 448-9922

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-198255-43530.887SI

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Steve Insalaco at sinsalaco@axon.com or fax to (480) 448-9922

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-200239-43531.697SI

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Axon Enterprise, Inc. All rights reserved.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

March 11, 2019

Vickie Pratt
Department of the County Clerk
Jefferson County Missouri
729 Maple St / Po Box 100
Hillsboro, Mo 63050-0100

RE: Requested Exceptions to Request for Proposal for Conducted Electrical Weapons 2019

Dear Ms. Pratt:

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

1. Addition of Axon's TASER 60 Terms and Conditions.

Axon respectfully requests that its TASER 60 Terms and Conditions be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the County on these terms and conditions.

2. Proposal Form and Contract. Section D.

Axon respectfully requests that this section be modified as follows:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation for the quantities specified in vendor's quote. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Proposal prices are ALL INCLUSIVE. (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

3. Proposal Form and Contract. Section I.

Axon respectfully requests that this section be modified, in relevant part, as follows:

Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after receipt acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense.

4. Proposal Form and Contract. Section J.

Axon respectfully requests the first sentence of this section be modified as follows:

County will pay Supplier for goods upon delivery to, and submission of certified invoices and acceptance.

Best Regards,

A handwritten signature in black ink that reads "Alissa McDowell".

Alissa McDowell
Senior Corporate Counsel
amcdowell@axon.com
480.905.2038



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (Agreement) apply to your purchase from Axon Enterprise, Inc. (Axon) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (Start Date). The TASER 60 Term will end 5 years after the Start Date (Term).
2. **Payment Terms.** Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
3. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
4. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
5. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
6. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
7. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract,



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negligence, strict liability, tort or under any other legal theory.

8. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9. **TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

10. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

11. **Product Warnings.** See our website at www.axon.com for the most current product warnings.

12. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

13. **TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:

- 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
- 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

14. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

15. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be



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violated.

16. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
17. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
18. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
19. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
20. **Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.

2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.



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- 3.2. Axon will not and has no obligation to provide the free upgrades.
- 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.

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