

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600447

PRINT DATE: 05/29/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

AXON ENTERPRISE INC
17800 N 85TH ST

SCOTTSDALE, AZ
(480)905-2060

85255

REFER QUESTIONS TO:

MILTON FERGUSON
(410)767-4612
ALEX.FERGUSON@MARYLAND.GOV

ITB: J01R0600009

EXPR DATE: 05/31/23
POST DATE: 05/29/20

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 610,005.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY SPECIFIC CONTRACT
MARYLAND TRANSPORTATION AUTHORITY
TASER 7 AND ACCESSORIES

CONTRACT TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWALS.

BASE YEARS: JUNE 1, 2020 - MAY 31, 2023
OPTION YEAR ONE: JUNE 1, 2023 - MAY 31, 2024
OPTION YEAR TWO: JUNE 1, 2024 - MAY 31, 2025

VENDOR: AXON ENTERPRISES, INC.
VENDOR CONTACT: MARK SWENSON
VENDOR NUMBER: 917-576-1096
VENDOR EMAIL: MARK@TASER.COM

AGENCY: MARYLAND TRANSPORTATION AUTHORITY
AGENCY CONTACT: STEPHANIE Y. JORDAN
AGENCY ADDRESS: 1700 FRANKFURST AVENUE, BALTIMORE, MARYLAND 21226
AGENCY NUMBER: 410-537-1367
AGENCY E-MAIL: SJORDAN@MDTA.STATE.MD.US

THE MARYLAND TRANSPORTATION AUTHORITY (MDTA) POLICE WILL BE PROCURING

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TERMS (cont'd):

AN INDEFINITE QUANTITY FOR THE PROVISION OF TASER NON-LETHAL, CONDUCTED ENERGY WEAPONS (CEW) AND ACCESSORIES. THE PRODUCTS ON THIS CONTRACT SHALL BE ORDERED ON AN AS-NEEDED BASIS IN THE REQUIRED. THERE SHALL BE NO GUARANTEE OF MINIMUM OR MAXIMUM ORDERS.

THE PRODUCTS PROVIDED UNDER THIS CONTRACT MUST BE NEW AND INCLUDE ALL PRODUCT INFORMATION AND MANUFACTURER'S WARRANTIES.

TASER 7 AND ACCESSORIES:

TASER 7 CEW, HIGH VIS WITH CLASS 3R LASER
TASER 7 TACTICAL BATTERY PACK
TASER 7 CEW FOUR (4) YEAR EXTENDED WARRANTY
TASER 7 HOLSTER - SAFARILAND, RIGHT HAND
TASER 7 HOLSTER - SAFARILAND, LEFT HAND
TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL
TASER 7 HOOK & LOOP TRAINING SUIT
TASER 7 LIVE CARTRIDGE, STANDOFF
TASER 7 LIVE CARTRIDGE, CLOSE QUARTER
TASER 7 HOOK & LOOP TRAINING CARTRIDGES, STANDOFF
TASER 7 HOOK & LOOP TRAINING CARTRIDGES, CLOSE QTRS.

AXON TASER 7 SUBSCRIPTION PLANS

THE CONTRACT SHALL INCLUDE THE FOLLOWING PLANS:

- A) TASER 7 BASIC PLAN UPFRONT PLUS SUBSCRIPTION
- B) TASER 7 CERTIFICATION PLAN
- C) TASER 7 CERTIFICATION ADD-ON
- D) TASER 7 CERTIFICATION ANNUAL PAYMENT

THE MDTA WILL HAVE THE OPTION TO FINANCE OR PAY IN FULL PURCHASES OF THE AXON TASER SUBSCRIPTION PLANS AT THE TIME OF PURCHASE, INCLUDING YEARLY SUBSCRIPTION FEES. PAYMENT OF SUBSCRIPTION FEES SHALL NOT CONTINUE BEYOND THE EXPIRATION DATE OF THE CONTRACT. ACCORDINGLY, MDTA WILL PAY ANY OUT-YEAR FEES FOR A MULTI-YEAR PLAN PRIOR TO EXPIRATION OF THIS CONTRACT.

TASER 7 PLANS WILL BE FOR A TERM OF FIVE YEARS (60 MONTHS).

TASERS REPLACED UNDER WARRANTY, SHALL BE REPLACED WITH A NEW DEVICE OF LIKE KIND. ANY TIME LEFT ON THE WARRANTY WILL BE TRANSFERRED TO THE NEW DEVICE.

TASER 7 BASIC PLAN "UPFRONT PLUS SUBSCRIPTION" SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

- A) ONE CEW

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TERMS (cont'd):

- B) ONE HOLSTER (LEFT OR RIGHT TO BE SPECIFIED AT TIME OF ORDER)
- C) RECHARGEABLE BATTERY
- D) DOCK
- E) 5-YEAR EVIDENCE.COM LICENSE
- F) 5-YEAR HARDWARE WARRANTY

TASER 7 CERTIFICATION PLAN SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

- A) ONE CEW
- B) ONE HOLSTER (LEFT OR RIGHT TO BE SPECIFIED AT TIME OF ORDER)
- C) RECHARGEABLE BATTERY
- D) DOCK
- E) 5-YEAR EVIDENCE.COM LICENSE
- F) 5-YEAR HARDWARE WARRANTY
- G) UNLIMITED INSTRUCTOR TRAINING
- H) END-USER TRAINING
- I) ACCESS TO ONLINE AND VIRTUAL REALITY (VR) TRAINING
- J) EIGHT (8) TRAINING CARTRIDGES PER CEW PER YEAR
- K) UNLIMITED CARTRIDGES FOR FIELD USE
- L) OCULUS GO VR HEADSET (FOR AGENCIES WITH 50+)
- M) H.A.L.T. TRAINING SUIT

NOTE: TRAINING WILL BE PROVIDED BOTH ON-SITE AND VIA TELECONFERENCE. ALL TRAVEL EXPENSES ASSOCIATED WITH TRAINING SHALL BE INCLUDED IN THE PRICE OF THE TASER 7 CERTIFICATION PLAN.

TASER 7 CERTIFICATION ADD-ON PLAN (ADD-ON FOR TASER 7 CEWS PREVIOUSLY PURCHASED WITHOUT A TASER 7 PLAN) SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

- A) UNLIMITED INSTRUCTOR TRAINING
- B) END-USER TRAINING
- C) ACCESS TO ONLINE AND VR TRAINING
- D) EIGHT (8) TRAINING CARTRIDGES PER CEW PER YEAR
- E) UNLIMITED CARTRIDGES FOR FIELD USE
- F) OCULUS GO VR HEADSET (FOR AGENCIES WITH 50+)
- G) H.A.L.T. TRAINING SUIT

NOTE: TRAINING WILL BE PROVIDED BOTH ON-SITE AND VIA TELECONFERENCE. ALL OF THE TASER 7 CERTIFICATION ADD-ON PLAN.

TRADE-IN DISCOUNTS:

THE MDTA REQUESTS A QUOTE FOR AN ADDITIONAL TRADE- IN DISCOUNT FOR RETURNING TO AXON THE FOLLOWING QUANTITIES OF AXON CEW HANDLES AND ASSOCIATED ACCESSORIES (HOLSTERS AND BATTERIES) UP TO THE DATE LISTED

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TERMS (cont'd):

IN AXON'S QUOTE, IF AVAILABLE:

127 X26P HANDLES PER QUOTE Q-90872 DELIVERED BY AXON AND PAID IN FULL BY THE MDTA WITH A TRADE-IN VALUE AS SPECIFIED ON ATTACHMENT G.

72 X26P HANDLES PER QUOTE Q-36761 DELIVERED BY AXON AND PAID IN FULL BY THE MDTA WITH A TRADE-IN VALUE AS SPECIFIED ON ATTACHMENT G.

100 X26P HANDLES PER QUOTE SQ-042278 DELIVERED BY AXON AND PAID IN FULL BY THE MDTA WITH A TRADE-IN VALUE AS SPECIFIED ON ATTACHMENT G.

120 X26P HANDLES PER QUOTE SQ-039578 DELIVERED BY AXON AND PAID IN FULL BY THE MDTA WITH A TRADE-IN VALUE AS SPECIFIED ON ATTACHMENT G.

2 ADDITIONAL X26P HANDLES DELIVERED BY AXON AND PAID IN FULL BY THE MDTA WITH A TRADE-IN VALUE AS SPECIFIED ON ATTACHMENT G.

PER MAY 18, 2020 EMAIL, AXON SHALL EXTEND THE QUOTE FOR TRADE-IN UNTIL JUNE 20, 2020

WARRANTIES SHALL BEGIN ON THE DATE OF DELIVERY TO THE MDTA. THE MANUFACTURER SHALL GUARANTEE AND WARRANT ALL PRODUCTS OUTLINED HEREIN TO BE OF GOOD MATERIAL AND WORKMANSHIP AND FURTHER GUARANTEES TO REPLACE OR REPAIR, FREE OF CHARGE AT FINAL DESTINATION, ANY PRODUCT THATMAY BREAK OR FAIL IN ANY MANNER, UNDER NORMAL OPERATIONS, BY REASON OFDEFECTIVE MATERIAL OR WORKMANSHIP.

THE VENDOR SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO DELIVER ALL ORDERS WITHIN FOUR (4) TO SIX (6) WEEKS AFTER RECEIPT OF A VALID PURCHASE ORDER. THE MDTA REQUESTS THAT THE CONTRACTOR ACKNOWLEDGE RECEIPT AND PROCESSING OF THE PURCHASE ORDER WITHIN 48 HOURS AFTER RECEIPT AND PROVIDE AN ESTIMATED SHIP DATE TO THE CONTRACT MANAGER WITHIN 7 CALENDAR DAYS.

THE PRODUCTS LISTED ABOVE SHALL BE DELIVERED FOB DESTINATION TO THE FOLLOWING ADDRESS:

MARYLAND TRANSPORTATION AUTHORITY (MDTA)
MDTA POLICE QUARTERMASTER
1700 FRANKFURST AVENUE
BALTIMORE, MD 21226

THE VENDOR SHALL SUBMIT ALL PRODUCT INFORMATION AND MANUFACTURER'S WARRANTIES UPON DELIVERY.

FOLLOWING DELIVERY OF ALL PRODUCTS AND DELIVERABLES, THE SUCCESSFUL

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TERMS (cont'd):

VENDOR MUST SUBMIT AN ORIGINAL INVOICE TO THE FOLLOWING LOCATION:

MARYLAND TRANSPORTATION AUTHORITY (MDTA)
MDTA POLICE QUARTERMASTER
1700 FRANKFURST AVENUE
BALTIMORE, MD 21226

ALL INVOICES SHALL INCLUDE THE FOLLOWING INFORMATION:

CONTRACTOR'S NAME; REMITTANCE ADDRESS; FEDERAL TAXPAYER IDENTIFICATION NUMBER (OR IF SOLE PROPRIETORSHIP, THE INDIVIDUAL'S SOCIAL SECURITY NUMBER); INVOICE PERIOD; INVOICE DATE; INVOICE NUMBER; STATE ASSIGNED CONTRACT NUMBER; MDTA PURCHASE ORDER NUMBER(S); DESCRIPTION OF GOODS OR SERVICES PROVIDED; AND AMOUNT DUE.

INVOICES SUBMITTED WITHOUT THE REQUIRED INFORMATION CANNOT BE PROCESSED FOR PAYMENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED INFORMATION.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

PRICE ESCALATION:

ALL PRICES QUOTED FOR THIS CONTRACT SHALL BE FIRM FIXED PRICES FOR NO LESS THAN THE FIRST FULL YEAR OF THE CONTRACT. THEREAFTER, THE CONTRACTOR MAY PROVIDE AN UPDATED PRICE LIST ANNUALLY. CONTRACTOR SHALL PROVIDE MDTA WITH AN UPDATED PRICE LIST NO LATER THAN 45 DAYS PRIOR TO THE EFFECTIVE DATE OF THE NEW PRICE LIST. EACH ANNUAL PRICE INCREASE SHALL NOT EXCEED 5% OF THE PREVAILING PRICE AT THE TIME OF THE REQUEST. THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE UPDATED PRICE LIST AT THE THEN CURRENT CONTRACT PRICES.

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THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF REQUISITION # J01R0600009 INCORPORATED HEREIN BY REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	68050	EA	1,720.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 CEW, HIGH VIS WITH CLASS 3R LASER P/N: 20008				
0002	68050	EA	86.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TACTICAL BATTERY PACK P/N: 20018				
0003	68050	EA	300.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 CEW FOUR (4) YEAR EXTENDED WARRANTY P/N: 20040				
0004	68050	EA	80.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 HOLSTER - SAFARILAND, RIGHT HAND P/N: 20063				
0005	68050	EA	80.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 HOLSTER - SAFARILAND, LEFT HAND P/N: 20068				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0006	68050	EA	150.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL P/N: 80087				
0007	68050	EA	750.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 HOOK & LOOP TRAINING SUIT P/N: 20050				
0008	68050	CS	38.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 LIVE CARTRIDGE, STANDOFF P/N: 20012				
0009	68050	CS	38.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 LIVE CARTRIDGE, CLOSE QTR P/N: 20013				
0010	68050	CS	38.0000	
GUNS, STUN (NONLETHAL) GUNS, STUN (NONLETHAL) TASER 7 HK & LOOP TRAIN. CARTRIDGES, STANDOFF P/N: 20014				

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0011	68050	CS	38.0000	
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GUNS, STUN (NONLETHAL)
GUNS, STUN (NONLETHAL)
TASER 7 HK & LOOP TRAIN. CARTRIDGES, CLOSE QTRS
P/N: 20015

0012	68050	EA	49.0000	
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GUNS, STUN (NONLETHAL)
GUNS, STUN (NONLETHAL)
TASER 7 BASIC PLAN UPFRONT PLUS SUBSCRIPTION
P/N: 20008
PER OFFICER

0013	68050	EA	49.0000	
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GUNS, STUN (NONLETHAL)
GUNS, STUN (NONLETHAL)
TASER 7 CERTIFICATION PLAN
P/N: 20040
PER OFFICER

0014	68050	EA	1,200.0000	
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GUNS, STUN (NONLETHAL)
GUNS, STUN (NONLETHAL)
TASER 7 CERTIFICATION ADD-ON
P/N: 20063
PER OFFICER

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE