

CITY OF CAPE CORAL

REQUEST FOR SOLE SOURCE OR SINGLE SOURCE PURCHASE

Requesting Department: Police Department

Vendor Name: Axon Enterprise, Inc.

Address: 17800 N 85th Street ~ Scottsdale, AZ 85255

Phone: (800) 978-2737

Price: \$13,000

Description of item to be procured:

Q-580405-45440.514BO

(40) AXON Fleet 3 – Wiring Kit Refresh (for in-car video systems)

These refresh kits directly correlate to the below contract/sole source:

Q-438725-44952.576BR

(245) Officer Safety Plan (OSP) Body Worn Camera (BWC) and Smart Weapon Conducted Electrical Weapon (CEW) bundles and evidence.com unlimited plans and related equipment, (185) In-Car Video Systems and related licenses, (5) Unpiloted Aircrafts and related licenses. Also included is complete storage for FY24-FY33.

1.) Uniqueness of vendor's item/service. How is this vendor the only vendor uniquely qualified to provide the product or service:

AXON Enterprise, Inc. is the sole source manufacturer of Axon brand products and the sole developer of evidence.com data management series. Evidence.com allows our agency to manage and share digital evidence through the delivery, capturing and evaluation of information. Axon Enterprise, Inc. is also the sole source manufacturer of the Taser Smart Weapon CEW.

2.) Market Research. Describe other, similar sources or products available in the market, if any, and why they are not acceptable:

AXON Enterprise, Inc. is the sole manufacturer of the patent CEW (Conducted Electrical Weapon). This model and its related accessories and equipment meets our requirements and has been proven effective.

3.) Proposed Actions. Describe the actions the department will take to overcome the present barriers to competition for any future acquisition of this product or service:

The Cape Coral Police Department is committed to this type of weapon and related equipment for over fifteen years. We have a standing inventory of Taser products that are not compatible with any other product. We will continue to research and keep up with trends and products as they become available.

Department Director's Signature: _____ **Date:** 4/3/24

Approval: Procurement Manager Wenda Roop (not to exceed \$50,000.00) **Date:** 7/12/2024

Approval: City Manager _____ (not to exceed \$100,000.00) **Date:** _____

Council authorization required if exceeding \$100,000.00



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

Q-580405-45440.514BO

Issued: 05/28/2024

Quote Expiration: 06/15/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 106584

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Cape Coral Police Dept. - FL 1100 Cultural Park Blvd Cape Coral, FL 33990-1270 USA	Cape Coral Police Dept. - FL 1100 Cultural Park Blvd Cape Coral FL 33990-1270 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Jason Petrone Phone: (239) 574-0699 Email: jpetrone@capecoral.gov Fax: (239) 574-6315

Quote Summary

Program Length	12 Months
TOTAL COST	\$13,000.00
ESTIMATED TOTAL W/ TAX	\$13,000.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2024	\$13,000.00	\$0.00	\$13,000.00
Total	\$13,000.00	\$0.00	\$13,000.00

Quote Unbundled Price: \$13,000.00
 Quote List Price: \$13,000.00
 Quote Subtotal: \$13,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
100150	AXON FLEET 3 - WIRING KIT REFRESH	40			\$325.00	\$325.00	\$13,000.00	\$0.00	\$13,000.00
Total							\$13,000.00	\$0.00	\$13,000.00

Delivery Schedule

Hardware

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1100 Cultural Park Blvd	Cape Coral	FL	33990-1270	USA

Payment Details

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	100150	AXON FLEET 3 - WIRING KIT REFRESH	40	\$13,000.00	\$0.00	\$13,000.00
Total				\$13,000.00	\$0.00	\$13,000.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

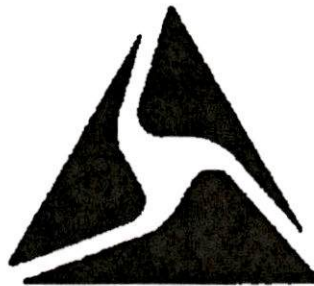
Acceptance of Terms:

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

Signature

Date Signed

5/28/2024



APPROVED AS TO FORM:
By: *[Signature]*
City Attorney's Office
Date: 6/24/2024