## **Contract Summary Form**

Axon Enterprise Inc.

### **SUMMARY OF SIGNIFICANT CHANGES**

N/A

### **SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

### **CONTRACT OPERATING EXPENSES**

See attached excerpt from Axon Enterprises Inc. Contract which details the amount of \$12,728,078 for a five-year term effective upon approval of the Board of Supervisors through June 21, 2026.

# **ATTACHMENT B Compensation and Pricing Provisions**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for use of Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories as set forth in Attachment E Axon Enterprises Quote# Q-300332-44357.035AM and as modified herein by Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with this Contract and Sourcewell Cooperative Contract No. 010720-AXN Terms and Conditions.

2. **Fees and Charges:** County will pay fees in accordance to Axon Enterprises Quote# Q-300332-44357.035AM attached hereto in Attachment E.

#### Contract amount shall not exceed \$12,728,077.27

- 3. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 5. Payment Terms: Contractor invoices upon shipment of the related hardware. Payment for hardware will be arrears, whereas payment of all other services will be paid in advance. Invoices are to be submitted for hardware paid in arrears and all other services paid in advance separately to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.