



SOLE SOURCE NOTICE AND DETERMINATION FORM

A sole source *determination* is not effective until the *sole source notice* has been posted for thirty (30) calendar days without challenge.

I. Name of Entity: City of Truth or Consequences

Chief Procurement Officer: Kristin Saavedra

Telephone Number: 575-952-0490

II. Name of prospective Contractor: Axon Enterprises, Inc.

Address of prospective Contractor: 17800 N. 85th St., Scottsdale, AZ 85255

Amount of prospective contract: \$34,080.00

Term of prospective contract: Five Years

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

- a. (12) Taser 7 Close Quarter units. 5-year extended warranty on all units.
- (14) Taser 7 batteries. Rechargeable and 5-year extended warranty on all batteries
- (12) Taser 7 Holsters
- (1) Taser 7 docking station with 5-year extended warranty
- (12) Evidence.com licenses to store and manage device evidence data
- (14) Training cartridges per device over a 5-year period
 - Year 1 – 2 HALT close quarter and 2 Live close quarter per device
 - Year 2 – 2 Live close quarter per device
 - Year 3 – 2 HALT close quarter and 2 Live close quarter per device
 - Year 4 – 2 Live close quarter per device
 - Year 5 – 2 Live close quarter per device
- (4) Live cartridges delivered upfront per device. After that, field cartridges will be purchased a la carte for field deployments.
- (12) Inert cartridges for Close Quarter, to help with muscle memory and training
- (1) Taser 7 target and Frame
- (CEW Instructor Course Voucher
- (12) Axon Academy licenses for online training.

- IV. Provide an explanation of the criteria developed and specified by the entity as necessary to perform and/or fulfill the contract and upon which the entity reviewed available sources. (Do not use “technical jargon;” use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

The Axon contract is a five-year contract in which payment is due annually, and broken up into five payments from the amount given above (\$34,080.00). The Truth or Consequences Police Department did look into other resources which did not meet the expectations of the type of equipment the department needs. The Truth or Consequences Police Department will also be given the option of trading in old equipment to Axon through this contract as well. Axon also provides the only close quarter conductive electrical weapon at this time which is proprietary only to Axon.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

The hardware, software, accessories, and extended warranties to include but not limited to: T7 CQ hardware, software, training, extended warranties, cartridges, batteries, Close Quarter Taser 7, docking stations, holsters, are all proprietary to Axon Enterprises, Inc.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are *unique and how this uniqueness is substantially related to the intended purpose of the contract*.

The hardware, software, accessories, and extended warranties are required for Truth or Consequences Police Officers to safely perform their duties.

- VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The hardware, software, accessories, and extended warranties are proprietary and are owned only by Axon Enterprises, Inc. and are bundled together for a 5-year contract.

VIII. Provide a narrative description of the entity's due diligence in determining the basis for the procurement, including procedures used by the entity to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of businesses contacted (***do not state that no other businesses were contacted***), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

The City of Truth or Consequences performed due diligence in looking for other contractors that could provide the hardware, software, accessories, and extended warranties in this Sole Source. It was discovered that Axon Enterprises is the only Contractor to provide the hardware, software, accessories, and extended warranties. The hardware, software, accessories, and extended warranties are all proprietary to Axon Enterprises, Inc.

Certified by:

Date: 11-20-2020



City of Truth or Consequences Chief Procurement Officer

Approval by:

Date: 11-20-2020



City of Truth or Consequences City Manager