



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/17/2024

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

Axon Enterprise, Inc.

*Project Title/Description:

Video/Audio Storage

*Purpose:

Amendment: Supplier Contract SC240000832, Amendment No. 06. This Amendment extends the term-of-service after expiration from 03/21/2027 to 12/31/2034, increases the not-to-exceed contract amount by \$2,500,000.00 for a cumulative not-to-exceed contract amount of \$5,100,000.00, replaces original payment schedule with Exhibit A: Axon Quote Q-544864-45566.998BC, and appends the Heat Injury and Illness Prevention and Safety Plan provision to the contract, pursuant to Pima County Procurement Code 11.40.030. This reason for this Amendment is to take advantage of approximately \$331,000 in savings, including Civil Licenses that would be accrued otherwise by renewing year-to-year. The drawbacks of not renewing before the end of 2024 is that County would be subject to the Axon Justice price increase starting in 2025. Administering Departments: Pima County Attorney's Office & Public Defense Services.

*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, on 03/21/2017, the Procurement Director approved an award of contract for a term of five (5) years in the award amount of \$11,250.00.

On 02/14/2020, the Procurement Director approved Amendment No. 01, which increased the not-to-exceed contract amount by \$26,000.00 for a cumulative not-to-exceed contract amount of \$37,250.00. This increase was required to add the Redaction Assistant module.

On 07/16/2021, the Procurement Director approved Amendment No. 02, which increased the not-to-exceed contract amount by \$4,700.00 for a cumulative not-to-exceed contract amount of \$41,950.00. This increase was required to purchase twenty-two (22) additional licenses.

On 03/23/2021, the Procurement Director approved Amendment No. 03, which extended the termination date to 03/20/2027 and increased the not-to-exceed contract amount by \$63,000.00 for a cumulative not-to-exceed contract amount of \$104,950.00.

On 08/30/2022, the Procurement Director approved Amendment No. 04, which increased the not-to-exceed contract amount by \$1,150,000.00 for a cumulative not-to-exceed contract amount of \$1,254,950.00. This increase was required to facilitate the purchase of the Attorney Premier Bundle. Annual expenditure on the contract would not exceed \$250,000.00, comprised of the annual cost of \$12,402.00 established in Amendment No. 03 and the annual cost of \$210,000.00 for the Attorney Premier Bundle.

On 12/06/2022 the Board of Supervisors approved Amendment No. 05, which expanded services to include data storage scope and services, increased the not-to-exceed contract amount by \$1,345,050.00 for a cumulative not-to-exceed contract amount of \$2,600,000.00 and added the Forced Labor of Ethnic Uyghurs provision to the contract.

PRCUID: 240302

Attachment: Contract Amendment No. 06.

*Program Goals/Predicted Outcomes:

Gather pertinent evidence obtained by Law Enforcement to protect the truth, from capture to courtroom.

*Public Benefit:

Protect the public through time-saving evidence availability, prevention of injuries, and reduced litigation.

*Metrics Available to Measure Performance:

Redact videos easily within the system for multiple evidence files.

*Retroactive:

No.

To COB: 11/26/2024

Pages: 13

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Commencement Date: Termination Date: Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): SC2400000832
Amendment No.: 06 AMS Version No.: N/A
Commencement Date: 03/21/2027 New Termination Date: 12/31/2034
Prior Contract No. (Synergen/CMS): 17-183
Expense Revenue Increase Decrease
Amount This Amendment: \$ 2,500,000.00

Is there revenue included? Yes No If Yes \$ N/A

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Brandon Morgan

Digitally signed by Brandon Morgan
Date: 2024.11.14 15:48:26 -07'00'

Division Manager, Ana Wilber

Digitally signed by Ana Wilber
Date: 2024.11.19 16:45:32 -07'00'

Department: Procurement Director, Terri Spencer

Digitally signed by Terri Spencer
Date: 2024.11.19 16:05:07 -07'00'

Telephone: 520.724.9510

Department Director Signature: Nicole Heath

Digitally signed by Nicole Heath
Date: 2024.11.21 12:05:19 -07'00'

Date:

Deputy County Administrator Signature: Date:

County Administrator Signature: Date:

Pima County Procurement Department

Administering Department: Pima County Attorney's Office

Project: Video/Audio Storage

Contractor: Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255

Contract No: SC2400000832

Contract Amendment No.: 06

Original Contract Term	3/21/2017 – 3/20/2022	Original Contract Amount:	\$	11,250.00
Prior Termination Date	3/20/2027	Prior Amendments Amount:	\$	2,588,750.00
New Termination Date	12/31/2034	This Amendment Amount:	\$	2,500,000.00
		Revised Total Amount:	\$	5,100,000.00

CONTRACT AMENDMENT

1. Parties, Background and Purpose.

1.1. Background.

On March 17, 2017, County and Contractor entered into the above referenced agreement to provide Video/Audio Storage via Prosecutor Professional Access.

1.2. Purpose.

County requires additional services for Public Defense Services.

2. Term.

The parties agree to extend the contract term commencing on March 21, 2027 and terminating on December 31, 2034. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Scope of Services.

The parties have revised the Scope of Services to include unlimited data storage and are appending a revised payment schedule in **Exhibit A: Axon Quote Q-544864-45566.998BC** (9 Pages).

4. Maximum Payment Amount.

The maximum amount County will spend under this Contract, as set forth in Section 2.A, is increased by \$2,500,000.00. County's total payments to Contractor under this Contract, including any sales taxes, will not exceed \$5,100,000.00.

5. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have approved this Amendment and agree to be bound by the terms and conditions of the Contract on the dates written below.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

Pima County

Axon Enterprise, Inc.

Adelita S. Grijalva
Chair, Board of Supervisors

Signed by:
Robert E. Driscoll, Jr.

66DAE8B131A4434
Authorized Officer Signature

11/14/2024 | 8:20 AM MST

Date

Date

ATTEST

Melissa Manriquez, Clerk of the Board

Date

APPROVAL AS TO FORM

Bobby Yu

Bobby Yu, Deputy County Attorney

11/14/2024

Date

Exhibit A: Axon Quote Q-544864-45566.998BC

9 Pages



(Amendment 6) Amendment to the Master Services and Purchasing Agreement

This 5th Amendment ("Amendment") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the Pima County Attorney's Office ("Agency"). This Amendment is effective as of the last signature date on this Amendment ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties".

Axon and Agency are parties to the Master Services and Purchasing Agreement MA-PO-17-183 dated 21 March 2017 ("Agreement").

The Parties wish to incorporate further changes into the Agreement in order to extend the term of the Agreement. The Parties agree to reference the attached quote (Q-544864-45566.998BC) as part of this Amendment.

The Parties therefore agree as follows:

1. The termination date of the Agreement shall be extended from 3/21/2027 until 12/31/2034.
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signed by:
Signature: Robert E. Driscoll, Jr.
55DAEBB131A4424...

Signature: _____

Name: Robert E. Driscoll, Jr.

Name: _____

Title: Deputy General Counsel

Title: _____

Date: 10/3/2024 | 1:00 PM MST

Date: _____

Exhibit A: Axon Quote Q-544864-45566.998BC



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-544864-45566.998BC

Issued: 10/01/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 483100

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Pima County (AZ) Attorney's Office 32 N Stone Ave Tucson, AZ 85701-1416 USA	Pima County (AZ) Attorney's Office PO Box 791 Tucson AZ 85702-0791 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Campbell Phone: Email: bcampbell@axon.com Fax:	Tisha Scott Phone: (520) 740-5600 Email: tisha.scott@pcao.pima.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,278,390.70
ESTIMATED TOTAL W/ TAX	\$2,475,399.48

Discount Summary

Average Savings Per Year	\$291,453.83
TOTAL SAVINGS	\$2,914,538.30

Exhibit A: Axon Quote Q-544864-45566.998BC

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$165,700.29	\$14,262.83	\$179,963.12
Dec 2025	\$213,554.07	\$18,472.23	\$232,026.30
Dec 2026	\$213,554.07	\$18,472.23	\$232,026.30
Dec 2027	\$219,960.69	\$19,026.42	\$238,987.11
Dec 2028	\$226,559.51	\$19,597.19	\$246,156.70
Dec 2029	\$233,356.30	\$20,185.13	\$253,541.43
Dec 2030	\$240,356.99	\$20,790.67	\$261,147.66
Dec 2031	\$247,567.70	\$21,414.41	\$268,982.11
Dec 2032	\$254,994.72	\$22,056.83	\$277,051.55
Dec 2033	\$262,786.36	\$22,730.84	\$285,517.20
Total	\$2,278,390.70	\$197,008.78	\$2,475,399.48

Exhibit A: Axon Quote Q-544864-45566.998BC

Quote Unbundled Price:	\$5,192,929.00
Quote List Price:	\$2,781,325.00
Quote Subtotal:	\$2,278,390.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$139,999.30)	(\$139,999.30)	(\$12,179.94)	(\$152,179.24)
AttorneyPrem	Justice Premier	195	120	\$221.92	\$118.86	\$103.35	\$2,418,390.00	\$209,188.72	\$2,627,578.72
Total							\$2,278,390.70	\$197,008.78	\$2,475,399.48

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	195	12/01/2024	11/30/2034
Justice Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	195	12/01/2024	11/30/2034
Justice Premier	73618	AXON COMMUNITY REQUEST	195	12/01/2024	11/30/2034
Justice Premier	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	195	12/01/2024	11/30/2034
Justice Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	195	12/01/2024	11/30/2034
Justice Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	195	12/01/2024	11/30/2034
Justice Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	195	12/01/2024	11/30/2034

Services

Bundle	Item	Description	QTY
Justice Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	13
Justice Premier	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	195

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	32 N Stone Ave	Tucson	AZ	85701-1416	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AttorneyPrem	Justice Premier	195	\$305,699.59	\$26,442.77	\$332,142.36
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$139,999.30)	(\$12,179.94)	(\$152,179.24)
Total				\$165,700.29	\$14,262.83	\$179,963.12

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AttorneyPrem	Justice Premier	195	\$213,554.07	\$18,472.23	\$232,026.30
Total				\$213,554.07	\$18,472.23	\$232,026.30

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AttorneyPrem	Justice Premier	195	\$213,554.07	\$18,472.23	\$232,026.30
Total				\$213,554.07	\$18,472.23	\$232,026.30

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AttorneyPrem	Justice Premier	195	\$219,960.69	\$19,026.42	\$238,987.11
Total				\$219,960.69	\$19,026.42	\$238,987.11

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AttorneyPrem	Justice Premier	195	\$226,559.51	\$19,597.19	\$246,156.70
Total				\$226,559.51	\$19,597.19	\$246,156.70

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	AttorneyPrem	Justice Premier	195	\$233,356.30	\$20,185.13	\$253,541.43
Total				\$233,356.30	\$20,185.13	\$253,541.43

Dec 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	AttorneyPrem	Justice Premier	195	\$240,356.99	\$20,790.67	\$261,147.66
Total				\$240,356.99	\$20,790.67	\$261,147.66

Exhibit A: Axon Quote Q-544864-45566.998BC

Dec 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	AttorneyPrem	Justice Premier	195	\$247,567.70	\$21,414.41	\$268,982.11
Total				\$247,567.70	\$21,414.41	\$268,982.11

Dec 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	AttorneyPrem	Justice Premier	195	\$254,994.72	\$22,056.83	\$277,051.55
Total				\$254,994.72	\$22,056.83	\$277,051.55

Dec 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	AttorneyPrem	Justice Premier	195	\$262,786.36	\$22,730.84	\$285,517.20
Total				\$262,786.36	\$22,730.84	\$285,517.20

Exhibit A: Axon Quote Q-544864-45566.998BC

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.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-403363

Agency is terminating those contracts effective 12/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$139,999.30) to the quote for paid but undelivered items.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user; (iii) Agency is prohibited from storing data for other law enforcement agencies and any external entities, except as explicitly permitted herein; and (iv) Agency may only upload and store data that is directly related to: (1) the investigation of, or the defense of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

This Agreement begins on the 03/21/2027, the Effective Date. Upon expiration of the initial term, the term of the Agreement shall renew for one (1) additional term, ending 12/31/2034 for a total of ten (10) years from original conception, unless Agency notifies Axon of its intent to terminate ninety (90) days prior to the then current expiration date. Agency's election not to renew for the full ten (10) years shall be treated as a termination subject to relevant terms of the Agreement.

Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers, including Axon's data export API at no additional charge. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees. and Axon will not warrant or guarantee data integrity or readability in the external system.



PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract Amendment**

Contract Number	SC2400000832- 3
Contract Start Date	02-22-2017
Contract End Date	12-31-2034
Payment Type	EFT
Buyer	Brandon Morgan
Phone Number	
Email	

Page

1 of 2

Supplier:	Contract Name:
Axon Enterprise Inc 17800 N 85th St Scottsdale, AZ 85255	Video/Audio Storage

Supplier Contact and Payment Terms: Phone: +1 (480) 9052071 Email: contracts@axon.com Terms: Net 30 Days:	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	\$5,100,000.00	228,178.85

Contract/Amendment Description: Amendment: Supplier Contract SC2400000832, Amendment No. 06. This Amendment extends the term-of-service after expiration from 03/21/2027 to 12/31/2034, increases the not-to-exceed contract amount by \$2,500,000.00 for a cumulative not-to-exceed contract amount of \$5,100,000.00, replaces original payment schedule with Exhibit A: Axon Quote Q-544864-45566.998BC, and appends the Heat Injury and Illness Prevention and Safety Plan provision to the contract, pursuant to Pima County Procurement Code 11.40.030. This reason for this Amendment is to take advantage of approximately \$331,000 in savings, including Civil Licenses that would be accrued otherwise by renewing year-to-year. The drawbacks of not renewing before the end of 2024 is that County would be subject to the Axon Justice price increase starting in 2025. Administering Departments: Pima County Attorney's Office & Public Defense Services.

Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
1	Attorney Premier Bundle (Annual)	Each	210,000.00			
2	Evidence.com Storage =>3,000 GB = 3 TB	Each	0.75			
3	Freeform (to breakdown lines for tax purposes)	Each	0.00			
4	PDS 10 GB Evidence.com A-La-Cart Storage (Annual)	Each	6,193.10			
5	PDS 10 GB Evidence.com A-La-Cart Storage (Initial)	Each	9,709.60			
6	PDS Data Migration #73683 (Annual)	Each	86,209.88			
7	PDS Data Migration #73683 (Initial)	Each	135,160.48			
8	PDS Data Migration #80190 (Annual)	Each	898.02			
9	PDS Data Migration #80190 (Initial)	Each	1,407.92			

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract Amendment**

Contract Number	SC2400000832- 2
Contract Start Date	02-22-2017
Contract End Date	03-20-2033
Payment Type	EFT
Buyer	Brandon Morgan
Phone Number	
Email	

Page

2 of 2

Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
10	PDS Data Migration #80223 (Annual)	Each	898.02		
11	PDS Data Migration #80223 (Initial)	Each	1,407.92		
12	PDS Pro License Bundle (Annual)	Each	101,027.20		
13	PDS Pro License Bundle (Initial)	Each	158,391.20		
14	PDS Third-Party Video Support License (Annual)	Each	23,438.31		
15	PDS Third-Party Video Support License (Initial)	Each	36,746.76		
16	Pro License Bundle (Annual)	Each	12,402.00		
17	Prosecutor Professional Access License (9 Months)	Each	351.00		
18	Prosecutor Professional Evidence.com license	Year	468.00		
19	Prosecutor Professional Evidence.com license (yrs 1-5)	Year	0.00		
20	Prosecutor Standard Evidence.com license (yrs 1-5)	Year	0.00		
21	Redaction Assistant 150-350 Sworn Annual 19-20	Each	7,200.00		
22	Redaction Assistant 150-350 Sworn Annual 20-21	Each	14,400.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.