LOC/jlf
3/10/16
Item No. 7

AN ORDINANCE 2016-03-10-0192

ACCEPTING AN OFFER FROM TASER INTERNATIONAL, INC. TO PROVIDE TASERS AND ACCESSORIES, AND THE TASER ASSURANCE PLAN WARRANTY SERVICE, TO THE CITY'S POLICE DEPARTMENT FOR AN ESTIMATED COST OF $3,110,769.00 OVER THE CONTRACT PERIOD, WITH THIS FISCAL YEAR'S COSTS FUNDED FROM THE FY2016-2021 CAPITAL BUDGET.

* * * * *

WHEREAS, an offer was submitted by Taser International, Inc. to provide tasers and accessories, and the Taser Assurance Plan warranty service, to the City's Police Department for an estimated cost of $3,110,769.00 over the contract period; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under §252.022(a)(2), which provides for a procurement necessary to preserve or protect the public health or safety of the municipality's residents; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer submitted by Taser International, Inc. to provide the City of San Antonio with tasers and accessories, and the Taser Assurance Plan warranty service, for an estimated cost of $3,110,769.00 over the contract period is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation and contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Taser International, Inc. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 10th day of March, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 5, 7, 8, 9, 10, 12, 14, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28)**
Date:	03/10/2016
Time:	09:15:21 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer from Taser International, Inc. to provide tasers and accessories, and the Taser Assurance Plan warranty service, to the City's Police Department for an estimated cost of $3,110,769.00 over the contract period, with this fiscal year's costs funded from the FY2016-2021 Capital Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				x
Michael Gallagher	District 10		x			x	

Exhibit I

City of San Antonio
Bid Tabulation

Opened:	January 6, 2016 Formal Annual Contract for Tasers and Accessories for SAPD and Other Law Enforcement Officers		PHS
For: 6100006957		AAS	Taser International, Inc. 17800 N. 85th St. Scottsdale, AZ 85255 800-978-2737
Item	**Description**	**Estimated Quantity**	
1	TASER, Conductive Electrical Weapon - Yellow	1,266	
	Manufacture Name:	Each	TASER
	Product Number:		11003
	Price Each		$901.95
	Price Total		$1,141,868.70
	Warranty:		1 Year
1.1	TASER, Conductive Electrical Weapon - Yellow	52	
	Manufacture Name:	Each	TASER
	Product Number:		11003
	Price Each		$910.75
	Price Total		$47,359.00
	Warranty:		1 Year
2	TASER, X26P, Conducted Electrical Weapon (Spares Product) at no cost.	38	
	Manufacture Name:	Each	TASER
	Product Number:		11003
	Price Each		$0.00
	Price Total		$0.00
	Warranty:		1 Year
3	Battery Pack XPPM (Extended Performance Power Magazine)	5,381	
	Manufacture Name:	Each	TASER
	Product Number:		11010
	Price Each		$64.26
	Price Total		$345,783.06
	Warranty:		90 Days
4	Battery Pack XPPM (Extended Performance Power Magazine) -Spares Product at no cost.	38	
	Manufacture Name:	Each	TASER
	Product Number:		11010
	Price Each		$0.00
	Price Total		$0.00
	Warranty:		90 Days
5	15 ft Training Cartridges Blast Door / Training	13,150	
	Manufacture Name:	Each	TASER
	Product Number:		34200
	Price Each		$22.47
	Price Total		$295,480.50
	Warranty:		90 Days
6	21 ft Issued Duty Cartridges Blast Door / Field Model	11,600	
	Manufacture Name:	Each	TASER
	Product Number:		44200
	Price Each		$24.54
	Price Total		$284,664.00
	Warranty:		90 Days

City of San Antonio
Bid Tabulation

Opened:	January 6, 2016 Formal Annual Contract For Tasers and Accessories for SAPD And Other Law Enforcement Officers		PHS
For: 6100006957		AAS	Taser International, Inc. 17800 N. 85th St. Scottsdale, AZ 85255 800-978-2737
Item	**Description**	**Estimated Annual Quantity**	
7	Holster, Blackhawk, Right Hand for X26P	43	
	Manufacture Name:	Each	Black Hawk
	Product Number:		11501
	Price Each		$53.89
	Price Total		$2,317.27
	Warranty:		Manufacturers 1 Year
8	Holster, Blackhawk, Left Hand for X26P	9	
	Manufacture Name:	Each	Black Hawk
	Product Number:		11504
	Price Each		$53.89
	Price Total		$485.01
	Warranty:		Manufacturers 1 Year
9	TASER Cleaning Kit	3	
	Manufacture Name:	Each	TASER
	Product Number:		85002
	Price Each		$62.49
	Price Total		$187.47
	Warranty:		90 Days
9.1	Kit, Dataport Download, USB, X2/X26P	3	
	Manufacture Name:	Each	TASER
	Product Number:		22013
	Price Each		$166.73
	Price Total		$500.19
	Warranty:		90 Days
10	TASER Assurance Plan Year 1 CEW, X26P, at no cost	1,318	
	Manufacture Name:	Each	TASER
	Product Number:		85059
	Price Each		$0.00
	Price Total		$0.00
11	TASER Assurance Plan Year 2	1,318	
	Manufacture Name:	Each	TASER
	Product Number:		85059
	Price Each		$181.10
	Price Total		$238,689.80
11.1	TASER Assurance Plan Year 3	1,318	
	Manufacture Name:	Each	TASER
	Product Number:		85059
	Price Each		$190.55
	Price Total		$251,144.90

City of San Antonio
Bid Tabulation

Opened:	January 6, 2016 Formal Annual Contract For TASERS and Accessories for SAPD And Other Law Enforcement Officers		
For: 6100006957		AAS	PHS Taser International, Inc. 17800 N. 85th St. Scottsdale, AZ 85255 800-978-2737
Item	**Description**	**Estimated Annual Quantity**	
11.2	TASER Assurance Plan Year 4 Manufacture Name: Product Number: Price Each Price Total	1,318 Each	 TASER 85059 $190.55 $251,144.90
11.3	TASER Assurance Plan Year 5 Manufacture Name: Product Number: Price Each Price Total	1,318 Each	 TASER 85059 $190.55 $251,144.90
	Delivery		5 Days
	Payment Terms		Net 30
	Estimated Award		$3,110,769.70
	Estimated Annual Award		**$3,110,769.70**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100006957

FORMAL ANNUAL CONTRACT FOR TASERS & ACCESSORIES FOR SAPD AND OTHER CITY LAW ENFORCEMENT OFFICERS

Date Issued: DECEMBER 22, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM CENTRAL TIME JANUARY 6, 2016

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TASERS & ACCESSORIES FOR SAPD AND OTHER CITY LAW ENFORCEMENT OFFICERS "

Offer Due Date: 10:00 A.M., CT, JANUARY 6, 2016

RFO No.: 6100006957

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **NA**

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966
Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

SBEDA Contact Information: DAVID RODRIQUEZ, 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest:

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 The following specifications are for the purchase of TASER CEWs, accessories and TASER Assurance Plan (TAP) for the San Antonio Police Department (SAPD) and other City law enforcement departments. Shipping/freight to locations is included in quoted price. The TASERs and accessories are intended for use by the San Antonio Police Department, Aviation, Parks, and Fire by law enforcement officers in the field.

This contract is for estimated quantities. Actual quantities to be purchased will be set forth on purchase orders issued by the City, which will indicate the number of TASERs and the corresponding number of TASER Assurance Plans (TAP). Plan and warranty details are specified herein on Attachment B: TASER Assurance Plan and Attachment C: Warranty. Vendor shall deliver products within _5_ days of receipt of order.

4.2 EXCHANGE PROGRAM

The TASER specified in Section 4.5, QUANTITY and DESCRIPTION, Item 1 is TASER X26P, Model # 11003. At the end of this contract term, for each TASER X26P, Model #11003 purchased by City, for which City purchases the TASER Assurance Plan, Vendor shall provide the City with an equal number of TASERs that are the manufacturer's latest TASER model that is of equal or superior quality and functionality as previously purchased by City, at no additional cost. The City reserves the right to purchase additional TASERs and additional TASER Assurance Plans, as needed, by issuing Purchase Order(s) to Vendor within the contract term and/or contract extensions. However, no purchase orders for additional TASERS may be issued after December 31, 2020. City shall have the option to purchase an additional TASER Assurance Plan, on the same terms and conditions stated herein, for the replacement TASERs provided by Vendor at the end of this contract term.

4.2.1 TASER ASSURANCE PLAN AND WARRANTY

Each TASER CEW comes with a one year standard warranty against defects. Purchase of the TAP extends the warranty an additional 4 years and includes the maintenance program described in the TAP attached hereto at the start of the TAP term, provided City makes the annual TAP payments shown on the price schedule. This extended warranty provides no questions asked repair or replacement for any incident/occurrence from the start of the TAP term.

After final payment for the 5th year of the TAP term, the City shall contact TASER at sales@TASER.com to arrange return of the Covered Products to TASER. TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model") as defined in Attachment B: TASER Assurance Plan. TASER agrees that the replacement TASER must be approved by the CITY's Labor Relations Board (LRC) to be considered acceptable for replacement.

All offers shall include complete manufacturer's specifications for model offered.

4.3. Modifications to TASER Assurance Plan. The TASER Assurance Plan is hereby modified by consent of the parties as follows:

4.3.1 TAP Early Cancellation or Termination.

Vendor shall not terminate any TAP without 90 days prior written notice specifying the manner of default and providing City with an opportunity to cure the default.

Default of one TAP shall not entitle TASER to terminate any other TAP with City.

City shall be eligible to receive TAP coverage on future purchases if the City cancels the TAP early.

City shall not be obligated to pay the $100 cancellation fee in the event of early cancellation or termination.

City shall have 60 days from receipt of a Spare Product invoice to return Spare Products. City shall receive a credit for the full amount charged per Spare Product for each Spare Product returned.

4.3.2 TAP PAYMENT TERMS

TASER must receive a purchase order from City prior to issuing its annual invoice for the TAP.

4.3.3 SALES TERMS/ENTIRE AGREEMENT.

All sales terms are exclusively set forth in this RFO. No online terms and conditions, sales quotes or order acknowledgements shall be deemed a part of this contract.

All sales shall be final and no refunds or exchanges will be allowed, except as provided by state or federal law and as specified in TASER's warranty and the contract between the parties.

ANY TERM OR CONDITION IN TASER'S WARRANTY, OR OTHER DOCUMENTS FURNISHED BY TASER, ATTEMPTING TO LIMIT TASER'S LIABILITY, INCLUDING, BUT NOT LIMTED TO RELEASES BY CITY, SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

4.3.4 SPARE PRODUCTS (FREE PRODUCT)

The quantities and descriptions in Section 4.4 include items that shall be provided by TASER at no cost to the San Antonio Police Department. If City is continuing the TAP for another year or years, City shall return the Spare Products and Vendor shall replace them with an equivalent number of Spares matching the new model being provided to City.

TASER agrees that the City shall have no obligation to return Spare Products at the end of the contract term. The City shall keep all Spare Products at the end of the TAP term at no cost, as mutually agreed to by both parties.

4.3.5 TAP TERM

City intends to order the majority of TASERS under this contract in January of 2016. Most of these TASERS will be put into service in quarterly increments in the months of February, May, August and October of 2016. Vendor agrees that the TAP for these TASERS, ordered in the first purchase order issued by City, will start in quarterly increments, as the TASERS are issued to officers. Vendor shall provide serial numbers for TASERs on packing lists shipped with TASERs. City shall notify Vendor which TASERS are issued during each quarter, as a means of tracking the TAP associated with each unit. All other TAPs purchased during the remainder of the contract term shall have a start date as indicated in Attachment B: Taser Assurance Plan.

4.4 TASER Assurance Plan (TAP):

4.4.1. Part Number 85058: TAP for covered TASERs Year 1. The TAP is at no charge for the first year.

4.4.2 Part number 85059: TAP for covered TASERs. The TAP for the remaining period of the contract shall be invoiced yearly per the table in Section 4.4.3.

4.4.3 TAP for Initial Purchase Table.

Year	TAP for Initial Purchase for the X26P TASER
1	TASER Annual Assurance Plan Payment for 2016 (At no charge)
2	TASER Annual Assurance Plan Payment for 2017 (Discounted year)
3	TASER Annual Assurance Plan Payment for 2018
4	TASER Annual Assurance Plan Payment for 2019
5	TASER Annual Assurance Plan Payment for 2020

4.5 Estimated QUANTITY and DESCRIPTION of Items:

Estimated quantities herein are based on the five year contract term.

Item 1: TASER, X26P, Conducted Electrical Weapon

Description:

- Laser Classification IIIa
- Color Yellow
- Output specifications:
  Waveform: Precision Shaped Pulse™ technology Into 600-ohm (Ω) load
- Pulse duration: 50–125 microseconds (µs)
- Peak loaded voltage: 840–1,440 volts (V). Into 250–1,000 Ω loads:
- Pulse rate: 19 ± 1 pulses per second (PPS)
- Full pulse charge: 63 ± 9 microcoulombs (µC)
- Current: 1.2 milliamperes (mA) typical
- Operating and storage temperature range:4 °F [–20 °C] to 122 °F [50 °C]
- Operating relative humidity: Up to 80% (non-condensing)
- Estimated useful life: Approximately 5 years
- Power source: Non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second discharges
- Water resistant to IEC specification IPX2

Model Number: 11003

Estimated Quantity: 1,318 Each

Item 2: TASER, X26P, Conducted Electrical Weapon (Spares Product).

Description: TASERs <u>at no cost to City</u>.

- Laser Classification IIIa
- Color Yellow
- Output specifications:
  Waveform: Precision Shaped Pulse™ technology. Into 600-ohm (Ω) load:
- Pulse duration: 50–125 microseconds (µs)
- Peak loaded voltage: 840–1,440 volts (V). Into 250–1,000 Ω loads:
- Pulse rate: 19 ± 1 pulses per second (PPS)
- Full pulse charge: 63 ± 9 microcoulombs (µC)
- Current: 1.2 milliamperes (mA) typical
- Operating and storage temperature range:4 °F [–20 °C] to 122 °F [50 °C]
- Operating relative humidity: Up to 80% (non-condensing)
- Estimated useful life: Approximately 5 years
- Power source: Non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second discharges
- Water resistant to IEC specification IPX2

Model Number: 11003

Quantity: 38 Each

Item 3: Battery Pack XPPM (Extended Performance Power Magazine)

Description:

- Designed for use with the X26P conducted electrical weapons
- The XPPM/XAPPM can hold an extra TASER standard cartridge for quick reloading and has a grounding bar that reduces the possibility of an unintentional cartridge discharge
- Forward-facing cartridge position for quick reloading. Provides place for extra Cartridge
- Blast doors covered to contain darts in the event of an accidental deployment
- Color- Black
- Housing material: High impact polymer
- Battery: Three lithium 3 V cells

Model Number: 11010

Estimated Quantity: 5,381 Each

Item 4: Battery Pack XPPM (Extended Performance Power Magazine) - Spares Product.

Description: Spares at no cost to SAPD.

- Designed for use with the X26P conducted electrical weapons
- The XPPM/XAPPM can hold an extra TASER standard cartridge for quick reloading and has a grounding bar that reduces the possibility of an unintentional cartridge discharge.
- Forward-facing cartridge position for quick reloading. Provides place for extra Cartridge
- Blast doors covered to contain darts in the event of an accidental deployment
- Color- Black
- Housing material: High impact polymer
- Battery: Three lithium 3 V cells

Model Number: 11010

Quantity: 38 Each

Item 5: 15 ft Training Cartridges Blast Door / Training

Description:

- 15ft (4.6m), Propellant Compressed Nitrogen3, Door/Wedge Color Yellow/Yellow
- Housing: High impact black polymer
- Estimated life approximately 5 years
- Reversible Cartridge installation
- Anti Felon identification tracking system with serialized micro dots
- Drive stun capability when attached to TASER conducted electrical weapon
- Cartridge Dimensions: 2.1" L X1.9"' H X 1.4" W, Weighs 2.4 oz.
- Probe Point Length; standard .38" XP, .53"

Model Number: 34200

Estimated Quantity: 13,150 Each

Item 6: 21 ft Issued Duty Cartridges Blast Door / Field Model

Description:

- 21ft (6.4m), Propellant Compressed Nitrogen3, Door/Wedge Color Silver /Silver
- Housing: High impact black polymer
- Estimated life approximately 5 years
- Reversible Cartridge installation
- Anti Felon identification tracking system with serialized micro dots
- Drive stun capability when attached to TASER conducted electrical weapon
- Cartridge Dimensions: 2.1" L X1.9"' H X 1.4" W, Weighs 2.4 oz.
- Probe Point Length; standard .38" XP, .53"

Model Number: 44200

Estimated Quantity: 11,600 Each

Item 7: Holster, Blackhawk, Right Hand for X26P

Description:

- SERPA Holser for TASER X26P
- Automatically engages the safety when re-holstering
- Holster bottom is configured to block the probes in case of accidental activation
- Trigger and trigger guard are completely enclosed inside holster
- Carries TASER X26 with attachment for optional camera unit (camera not included)
- Belt loop fits most duty belts
- Extended coverage protects poly carbonate digital readout window
- Redesigned to hold new TASER® X26 cartridge carrier (sold separately)
- Rigid holster body delivers improved retention
- Protects cartridge in holster
- Matte finish

Model Number: 11501

Estimated Quantity: 43 Each

Item 8: Holster, Blackhawk, Left Hand for X26P

Description:

- SERPA Holser for TASER X26P
- Automatically engages the safety when re-holstering
- Holster bottom is configured to block the probes in case of accidental activation
- Trigger and trigger guard are completely enclosed inside holster
- Carries TASER X26 with attachment for optional camera unit(camera not included)
- Belt loop fits most duty belts
- Extended coverage protects poly carbonate digital readout window
- Redesigned to hold new TASER® X26 cartridge carrier (sold separately)
- Rigid holster body delivers improved retention
- Protects cartridge in holster
- Matte finish

- Model Number: 11504

Estimated Quantity: 9 Each

Item 9: TASER Cleaning Kit

Description: Kit includes one each of the following;

- Alcohol Swab Package, IPA
- Super San-Cloth PDI
- Anti-Static Bag (6X10)
- Cleaning Kit Nylon Bag
- Cleaning Kit Guide
- Cleaning Kit Guide
- Safety Glasses

Model Number: 85002

Estimated Quantity: 3 Each

Item 9.1: Kit, Dataport Download, USB, X2/X26P

Description:

- Kit Included at no cost
- X2/X26P Dataport Download Kit. The Dataport Download Cable is specifically designed to plug into the TASER X2 or X26P CEW via the battery well and connects to a PC using an available USB port. Cable allows for the upload of firing data from the X2 or X26P CEW to Evidence.com via Online SYNC or the download of the firing data to a local computer via Offline SYNC

Model Number: 22013

Estimated Quantity: 3 Each

Item 10: TASER Assurance Plan CEW, X26P

Description: TAP for Year one at no cost to the City. Refer to Attachment B – TASER Assurance Plan and Attachment C - Warranty herein.

Part Number: 85058

Quantity: 1,318 Each

Item 11: TASER Assurance Plan

Description: 4 Year, X26P Extended Customer Care warranty – Refer to Attachment B – TASER Assurance Plan and Attachment C - Warranty herein.

Part Number: 85059

Quantity: 1,318 Each

MANUALS: Vendor shall furnish one (1) complete set of instruction manuals per each TASER and for each item purchased that describes, in detail, the proper operation and maintenance of the TASERs and TASER's accessories furnished under this Request For Offer (RFO).

DELIVERY: All deliveries should be made to Blanca Hull, blanca.hull@sanantonio.gov,SAPD Training Academy,12200 S.E. Loop 410,San Antonio, TX 78221,Phone:210-207-6227,Email: Blanca.hull@sanantonio.gov. or as specified on Purchase Order for other law enforcement departments. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS.

All prices shall remain fixed for the full contract term and any renewals or extensions hereof. City shall benefit from any price decreases.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on the fifth anniversary of the effective date, or upon expiration of the last TASER Assurance Plan then in effect, whichever shall occur later.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department/Purchasing Division which shall be clearly labeled "SAPD ANNUAL CONTRACT FOR TASERS & ACCESSORIES FOR SAPD AND OTHER LAW ENFORCEMENT OFFICERS" in the of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department/Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed

necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an claims made basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. **Broad form Commercial General Liability Insurance to include coverage for the following:** a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A - Price Schedule
Attachment B - TASER Assurance Plan (TAP)
Attachment C - Warranty

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have 30 days after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for reasonable costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to

any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

ATTACHMENT A - PRICE SCHEDULE

* Estimated quantities are based on the five year contract term. Quoted prices shall include all shipping/freight costs and prices rounded to two decimal places.

Item #	Description	Estimated Quantity	Net Unit Price	Extended Price (Quantity X Net Unit)
1	**TASER, X26P, Conducted Electrical Weapon, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	1,318 Each	$	$
2	**TASER, X26P, Conducted Electrical Weapon, Spares Product at No Cost, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	38 Each	$0.00	$0.00
3	**Battery Pack XPPM (Extended Performance Power Magazine), as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	5,381 Each	$	$
4	**Battery Pack XPPM (Extended Performance Power Magazine) Spares Product at No Cost, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	38 Each	$0.00	$0.00
5	**15 ft Training Cartridges Blast Door / Training, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	13,150 Each	$	$
6	**21 ft Issued Duty Cartridges Blast Door / Field Model, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	11,600 Each	$	$
7	**Holster, Blackhawk, Right Hand for X26P, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____(# of Years)	43 Each	$	$

ATTACHMENT A - PRICE SCHEDULE

8	**Holster, Blackhawk, Left Hand for X26P, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____ (# of Years)	9 Each	$	$
9	**TASER Cleaning Kit, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____ (# of Years)	3 Each	$	$
9.1	**Kit, Dataport Download, USB, X2/X26P, as specified herein.** Manufacturer Name:_____ Product No.:_____ Warranty: _____ (# of Years)	3 Each	$	$
10	**TASER Assurance Plan Year 1 CEW, X26P, at No Cost to City as specified herein.** Provider:_____ Product No.:_____	1,318 Each	$0.00	$0.00
11	**TASER Assurance Plan Year 2, as specified herein.** Provider:_____ Product No.:_____	1,318 Each	$	$
11.1	**TASER Assurance Plan Year 3, as specified herein.** Provider:_____ Product No.:_____	1,318 Each	$	$
11.2	**TASER Assurance Plan Year 4, as specified herein.** Provider:_____ Product No.:_____	1,318 Each	$	$
11.3	**TASER Assurance Plan Year 5, as specified herein** Provider:_____ Product No.:_____	1,318 Each	$	$
		TOTAL	$	

Please complete the following:

Prompt Payment Discount:_____%_____days.

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information Please Print or Type	
Vendor ID No.	1036071
Signer's Name	Alison Davidson
Name of Business	TASER International, Inc.
Street Address	17800 N. 85th St.
City, State, Zip Code	Scottsdale, AZ 85255
Email Address	Contracts@taser.com
Telephone No.	800/978-2737
Fax No.	480/991-0791
City's Solicitation No.	6100006957

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

ATTACHMENT A - PRICE SCHEDULE

* Estimated quantities are based on the five year contract term. Quoted prices shall include all shipping/freight costs and be rounded to two decimal places.

Item #	Description	Estimated Quantity	Net Unit Price	Extended Price (Quantity X Net Unit)
1	TASER, X26P, Conducted Electrical Weapon, as specified herein. Manufacturer Name: TASER Product No.: 11003 - Yellow Warranty: 1 Year (# of Years)	1,266	$ 901.95	$ 1,141,868.70
	Vendor shall invoice City the price stated in Item 1 for the first 1,266 units ordered by City.			
1.1	TASER, X26P, Conducted Electrical Weapon, as specified herein. Manufacturer Name: TASER Product No.: 11003 - Yellow Warranty: 1 Year (# of Years)	52	$ 910.75	$ 47,359.00
	Vendor shall invoice City the price stated in Item 1.1 for all units ordered by City after the first 1,266 units.			
2	TASER, X26P, Conducted Electrical Weapon, Spares Product at No Cost, as specified herein. Manufacturer Name: TASER Product No.: 11003 - Yellow Warranty: 1 Year (# of Years)	38	$0.00	$0.00
3	Battery Pack XPPM (Extended Performance Power Magazine), as specified herein. Manufacturer Name: TASER Product No.: 11010 Warranty: 90 Days (# of Years)	5,381	$ 64.26	$ 345,783.06
4	Battery Pack XPPM (Extended Performance Power Magazine) Spares Product at No Cost, as specified herein. Manufacturer Name: TASER Product No.: 11010 Warranty: 90 Days (# of Years)	38	$0.00	$0.00
5	15 ft Training Cartridges Blast Door / Training, as specified herein. Manufacturer Name: TASER Product No.: 34200 Warranty: 90 Days (# of Years)	13,150	$ 22.47	$ 295,480.50
6	21 ft Issued Duty Cartridges Blast Door / Field Model, as specified herein. Manufacturer Name: TASER Product No.: 44200 Warranty: 90 Days (# of Years)	11,600	$ 24.54	$ 284,664.00

ATTACHMENT A - PRICE SCHEDULE

7	**Holster, Blackhawk, Right Hand for X26P, as specified herein.** Manufacturer Name: Blackhawk Product No.: 11501 Warranty: Manufacturers (# of Years)	43	$ 53.89	$ 2,317.27
8	**Holster, Blackhawk, Left Hand for X26P, as specified herein.** Manufacturer Name: Blackhawk Product No.: 11504 Warranty: Manufacturers (# of Years)	9	$ 53.89	$ 485.01
9	**TASER Cleaning Kit, as specified herein.** Manufacturer Name: TASER Product No.: 85002 Warranty: 90 Days (# of Years)	3	$ 62.49	$ 187.47
9.1	**Kit, Dataport Download, USB, X2/X26P, as specified herein.** Manufacturer Name: TASER Product No.: 22013 Warranty: 90 Days (# of Years)	3	$ 166.73	$ 500.19
10	**TASER Assurance Plan Year 1 CEW, X26P, at No Cost to City as specified herein.** Provider: TASER Product No.: 85059	1,318	$0.00	$0.00
11	**TASER Assurance Plan Year 2, as specified herein.** Provider: TASER Product No.: 85059	1,318	$ 190.55 Discounted to $181.10	$ 238,689.80
11.1	**TASER Assurance Plan Year 3, as specified herein.** Provider: TASER Product No.: 85059	1,318	$ 190.55	$ 251,144.90
11.2	**TASER Assurance Plan Year 4, as specified herein.** Provider: TASER Product No.: 85059	1,318	$ 190.55	$ 251,144.90
11.3	**TASER Assurance Plan Year 5, as specified herein** Provider: TASER Product No.: 85059	1,318	$ 190.55	$ 251,144.90
		TOTAL	$ 3,110,769.40	

Please complete the following:

Prompt Payment Discount: 0 % 0 days.

TASER International, Inc.'s Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only) (Effective May 20, 2015)

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER. TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for Covered Products with your agency. TASER will provide notification to you that coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination.

TASER International, Inc.'s Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only) (Effective May 20, 2015)

2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made two or more TAP payments, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a $100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers*, located at https://www.taser.com/legal, are also applicable to your purchase.

No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

TASER International, Inc.

_____
Name: _____
Title: _____
Signature Date: _____

Address:
17800 N. 85th Street
Scottsdale, AZ 85050
Attn: General Counsel
Fax: 480-905-2027
Email: legal@taser.com

Agency Name: _____
By: _____
Name: _____
Title: _____
Signature Date: _____

Address:
_____
_____
_____
_____
_____

TASER CAM, X2, and X26P are trademarks of TASER International, Inc., and TASER and © are trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.

TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective March 12, 2014)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.[1] The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty[2]

TASER warrants that its Law Enforcement Hardware Products[3] are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.[4] TASER-Manufactured Accessories[5] are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.[6] For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

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[1] The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

[2] A product's estimated useful life or expiration date may not be the product's warranty expiration date.

[3] TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

[4] Broken blast doors are not covered under TASER's limited warranty.

[5] TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and Shockwave Power Magazine modules; and the X-Rail mounting system.

[6] The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON flex™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, 'Protect Life' and 'Protect Truth' are trademarks of TASER International, Inc., and TASER®, AXON® and ⓟ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

City of San Antonio

ADDENDUM I

SUBJECT: Request for Offer (RFO) 6100006957; Formal Annual Contract for TASERS & Accessories for SAPD and Other City Law Enforcement Officers. Date issued: December 22, 2015. Submission deadline: BIDS MUST BE RECEIVED NO LATER THAN 10:00 AM January 6, 2016.

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 6, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **Change: Submission deadline changed to read: BIDS MUST BE RECEIVED NO LATER THAN 10:00 AM January 6, 2016.**

2. **Change RFO section 003 INSTRUCTIONS FOR OFFERORS.**

   Added: Disclosure of Interested Parties Form 1295. A new requirement effective January 1, 2016

3. **Change: RFO section 004 Specifications, clause 4.1.**

   Read: The TASERs and accessories are intended for use by the San Antonio Police Department, Aviation, Parks, and Fire by law enforcement officers in the field.

   Changed to read: The TASERs and accessories are intended for use by the San Antonio Police Department, and other law enforcement officers in the field.

   Added: Vendor agrees that the price for the first 1,266 TASERS shall be $901.95, inclusive of shipping cost, as reflected in Item 1 on the Price Schedule attached hereto. The price for subsequent orders for TASERS shall be $910.75, as reflected in Item 1.1 on the Price Schedule, inclusive of shipping cost, due to sporadic shipments within contract term.

4. **Change RFO section 009 ATTACHMENTS, Attachment A – Price Schedule.**

   Change: Item 1 on Price Schedule quantity changed to reflect the first 1266 TASER units ordered.
   Added: Item 1.1 to reflect estimated TASER quantities after the first 1266 units.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC/aas

Date January 8, 2016

Company Name TASER International, Inc.

Address 17800 N. 85th St

City/State/Zip Code Scottsdale, AZ 85255

Josh Isner - EVP of Global Sales
Signature

Finance Department, Purchasing Division
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