

44. Tasers and Related Products

- Action:**
- A. Approve a unit price, low-bid contract with TASER International, Inc. for the purchase of tasers and related products for the term of five years, and**
 - B. Authorize the City Manager to extend the contract for up to two additional, one-year terms with possible price adjustments as authorized by the contract.**

Staff Resource(s): Marie Harris, Shared Services
Major Michael Adams, Police

Explanation

- The Charlotte-Mecklenburg Police Department uses tasers to restrain violent individuals when alternative restraint tactics fail; or are reasonably likely to fail; and/or where it would be unsafe for officers to approach a subject to apply restraints.
 - A taser uses an electrical current to temporarily disrupt voluntary control of muscles causing short-term neuromuscular incapacitation.
- The Shared Services Procurement Management Division, on behalf of Police and the Charlotte Cooperative Purchasing Alliance, issued an Invitation to Bid for tasers and related products on October 17, 2013; one bid was received.
- The unit prices are set forth in the proposed contract, and are available upon request.
- Annual expenditures under the contract are estimated to be \$175,000.

Background

- The Alliance is a cooperative purchasing program established by Procurement with the specific purpose of reducing costs by leveraging aggregate purchasing volume to receive better pricing.
- Approximately five public entities have expressed interest in using this contract through the Alliance.

Charlotte Business INclusion

No SBE goal was set for this contract because there are no subcontracting opportunities (Part C: Section 2.4 of the SBO Policy).

Funding

Police Operating Budget

STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

**FIRST AMENDMENT TO CONTRACT
TO PROVIDE TASERS AND RELATED
PRODUCTS**

THIS FIRST AMENDMENT to the Contract to Provide **TASERS AND RELATED PRODUCTS** (the "Amendment") is made and entered into this 18th day of March, 2015, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and TASER International, Inc. a company doing business in North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated January 13, 2014 (the "Contract") pursuant to which the Company agreed to provide Tasers and Related Products to the City of Charlotte.
- B. The Contract was for five years, with the City having the option to extend the term for two (2) additional one-year terms. City Council authorized these extensions on January 13, 2014.
- C. The parties now desire to amend the Contract by making certain changes to the provisions.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. Pursuant to **Exhibit B, Section 16** of the Contract, the City wishes to delete Products and replace product numbers as specified in **Exhibit A**.
- 3. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Agreement.
- 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

TASER INTERNATIONAL, INC.

BY: [Signature]

PRINT NAME: Holly Gibboust

TITLE: Assistant General Counsel

DATE: 3/19/15

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: [Signature]

PRINT NAME: Ann S Wall

TITLE: Assistant City Manager

DATE: 3/25/15

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: [Signature]

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 3/24/15

CITY OF CHARLOTTE
CITY CLERK'S OFFICE:

BY: [Signature]

PRINT NAME: EMILY A KUPPE

TITLE: Deputy City Clerk

DATE: 03/26/15

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____
DEPUTY FINANCE OFFICER

DATE

TASER International
1400673-1
Exhibit A

MODEL - X26									
ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	UNIT PRICE - YEAR TWO	UNIT PRICE - YEAR THREE	UNIT PRICE - YEAR FOUR	UNIT PRICE - YEAR FIVE
22	Black/Silver, Digital Power Magazine (DPM), W/O Holster	TASERS	26511	Each	1	DELETE	DELETE	DELETE	DELETE
23	Yellow/Black, DPM, W/O Holster	TASERS	26523	Each	1	DELETE	DELETE	DELETE	DELETE
24	Black/Black, DPM, W/O Holster	TASERS	26550	Each	1	DELETE	DELETE	DELETE	DELETE
25	Black/Silver, eXtended Digital Power Magazine (XDPM), W/O Holster	TASERS	26512	Each	1	DELETE	DELETE	DELETE	DELETE
26	Yellow/Black, XDPM, W/O Holster	TASERS	26524	Each	1	DELETE	DELETE	DELETE	DELETE
27	Black/Black, XDPM, W/D Holster	TASERS	26549	Each	1	DELETE	DELETE	DELETE	DELETE
32	TASER CAM recorder	TASERS	26830	Each	1	DELETE	DELETE	DELETE	DELETE
37	1-Yr extended X26 warranty	TASERS	26730	Each	1	DELETE	DELETE	DELETE	DELETE
38	4-Yr extended X26 warranty	TASERS	26744	Each	1	DELETE	DELETE	DELETE	DELETE
41	Conductive Target, Two-Part BACK	TASERS	80000	Each	1	DELETE	DELETE	DELETE	DELETE
42	Conductive Target, Two-Part FRDNT	TASERS	80001	Each	1	DELETE	DELETE	DELETE	DELETE
52	Target, Conductive 2 Part (Top & Bottom) ***replaces lines 41-42	TASERS	80004	Each	1	\$ 26.97	\$ 26.97	\$ 26.97	\$ 26.97



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No., Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570056680957** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			028182385 SIR applies per policy terms & conditions	12/15/2014	12/15/2015	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Included MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 Professional Liability Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Charlotte, North Carolina is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER city of charlotte, North Carolina 600 East Fourth Street 9th Floor Charlotte NC 28202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier :

Certificate No : 570056680957

