APPROVED BY CITY COUNCIL

Emily A. Kunze
January 13, 2014

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
COUNTY OF MECKLENBURG

CONTRACT NO. 1400673

CONTRACT TO PROVIDE
TASERS AND RELATED PRODUCTS

This Contract (the "Contract") is entered into as of this 13th day of January, 2014 (the "Effective Date"), by and between TASER International, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

Statement of Background and Intent

A. The City of Charlotte, NC on behalf of itself and any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein "Participating Public Agency") through the Charlotte Cooperative Purchasing Alliance (CCPA) issued An Invitation to Bid (ITB Number 269-2014-022) dated October 17, 2013 requesting bids from qualified firms to provide the City with tasers and related products hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".

B. The Company submitted a bid in response to ITB #269-2014-022 on October 31, 2013. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."

C. The City awarded this contract on January 13, 2014 to the Company to provide TASERS AND RELATED PRODUCTS to the City all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS:** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

   Exhibit A: **Pricing Sheet**

   Exhibit B: **Special Terms and Conditions**

   Exhibit C: **CCPA Terms and Conditions**

   Exhibit D: **Bid Response Forms**

   Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to TASER International, Inc., in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

2.1. *EFFECTIVE DATE.* The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.

2.2. *PARTICIPATING PUBLIC AGENCY* shall mean all government agencies, except Federal, that have the authority to purchase from another public agency's competitively solicited contract including Counties, Cities, Towns, Villages, Special Districts, Public Schools, Community Colleges, Universities, State Agencies and Nonprofit agencies providing services on behalf of government agencies.

2.3. *PRODUCTS.* The term "Products" shall mean TASERS AND RELATED PRODUCTS and all other related items the Company agreed to provide to the City in its Bid.

2.4. *SERVICES.* The term "Services" shall include all services that the Company agreed to provide to the City in its Bid.

3. **TERM:** The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES:** The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. The prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

5. **COMPENSATION:** The City shall pay the company for the Products and Services delivered in compliance with the specifications at the unit prices set forth in **Exhibit A**. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit A**.

6. **BILLING:** Each invoice sent by the company shall include all reports, information and data required by this contract (including the exhibits) necessary to entitle the company to the requested payment. The company shall send all invoices using one of the following options:

1. Option 1 – E-mail one copy of each invoice to cocap@charlottene.gov. Company shall not mail invoices that have been sent via e-mail.

2. Option 2 – Mail one copy of each invoice to:
City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: CMPD

Payment of invoices shall be due within thirty (30) days after the City of Charlotte has received all of the following: (a) an accurate, properly submitted invoice, and (b) any other information reasonably requested by the City of Charlotte to verify the charges contained in the invoice. Invoices must include state and local sales tax.

7. **Invoices:** The Company must submit invoices to the City Finance Department per the subsequent contract. Invoices must include the item number, description, unit cost, quantity and extended price, and

contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order. The CLT will pay accurate, properly submitted, uncontested invoices.

7.1 Invoices must include only Products and Services that have been delivered and completed.

7.2 As a condition of payment, the Company must invoice the City for Products and Services within 60 days after such Products and Services are delivered. The Company waives the right to charge the City for any Products or Services that have not been invoiced to the City within 60 days after such products or services were delivered.

8. **ADMINISTRATIVE FEE:** The Company shall pay the City a quarterly administrative fee in the amount of one percent **(1%)** of all CCPA Program Spend by the CLT and Participating Public Agencies during the term of the Contract. The Company shall pay the administrative fee to the City within thirty (30) days after the close of each calendar quarter and shall include a report as mutually agreed by the parties outlining all sales through the CCPA Program.

9. **GENERAL WARRANTIES:** Company represents and warrants that:

9.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Delaware, and is qualified to do business in North Carolina;

9.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

9.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

9.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

9.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

9.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

10. **ADDITIONAL REPRESENTATIONS AND WARRANTIES:** Company represents warrants and covenants that:

10.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

10.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

10.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

10.4 The Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and the Services, and shall obtain all necessary permits and licenses.

10.5 The Company shall provide copies of all valid licenses and certificates required for performance of the Services. The copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this Contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work. Failure to obtain a valid Charlotte Business License within thirty (30) days of receiving contract award notification will result in garnishment by the Tax Office from any payments made to the Company.

10. REMEDIES:

10.1 RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to this Invitation to Bid, and it fails to cure such default within five (5) business days after receiving the written notice from the City of such failure, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

10.1.1 Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the applicable Products and/or Services (or reasonable substitutes) from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

10.1.2 Deduct any and all reasonable expenses incurred by the City in obtaining or performing the Services from any money then due or to become due to the Company and, should the City's reasonable cost of obtaining or performing the services exceed the amount due to the Company, collect the difference from the Company.

10.2 RIGHT TO WITHHOLD PAYMENT: If the Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

11. TERMINATION:

11.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

11.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

11.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure;

and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

11.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

11.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

11.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

11.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

11.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

11.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

11.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

11.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company,

unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

11.7 *A*UTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

12. TRANSITION SERVICES UPON TERMINATION: Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

12.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

12.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

12.3 Performing the transition service plan activities;

12.4 Answering questions regarding the products and services on an as-needed basis; and

12.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

13. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; but excluding any Charges arising from improper use, excessive force, constitutional or state law violations or similar charges or arising from the City's failure to maintain the Products or failure to install software updates provided by the Company or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

14. INSURANCE: Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Form. In the event the Company fails to procure and maintain each type of insurance required by this Form, or in the event the Company fails to provide the City with the

required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the **City of Charlotte**, authorized to do business in the State of North Carolina:

14.1 **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit-bodily injury and property damage.

14.2 **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $22,000,000 bodily injury and property damage combined single limits each occurrence/aggregate and $7,000,000 product liability each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

14.3 **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract and shall name the City as an additional named insured under the commercial general liability.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. **All insurance certificates must include the City of Charlotte's contract number in the description field.**

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

15. RELATIONSHIP OF THE PARTIES: The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either

party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

16. **NON-DISCRIMINATION:** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

17. **COMPANY WILL NOT SELL OR DISCLOSE DATA:** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

18. **WORK ON CITY'S PREMISES:** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

19. **DRUG-FREE WORKPLACE:** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

19.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use

of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

19.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

19.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

19.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

19.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

19.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

20. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Douglas Klint	Yashica McCollum
TASER International, Inc.	Procurement Management Division
17800 North 85th Street	600 East Fourth Street
Scottsdale, AZ 85255	Charlotte, NC 28202
Phone: 800-978-2737	Phone: 704-336-5667
Fax: 480-991-0791	Fax: 704-632-8226
E-mail: mduffy@taser.com	E-mail: ymccollum@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

21. MISCELLANEOUS:

21.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

21.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

21.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

21.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in **Section 21.9** constitutes an assignment.

21.5 FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

21.5.1 If such failure or delay:

21.5.1.1 could not have been prevented by reasonable precaution;

21.5.1.2 cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

21.5.1.3 if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

21.5.2 An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event

continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

21.5.3 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

21.5.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

21.6 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

21.7 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

21.8 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

21.9 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

21.10 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

21.11 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes,

laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

21.12 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

21.13 E-VERIFY. As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Company or any subcontractor to comply with the E-Verify Requirements.

22. NON-APPROPRIATION OF FUNDS: If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

23. CONFIDENTIALITY:

23.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

23.1.1 *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

23.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

23.1.3 *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by* the City.

23.1.4 *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

23.1.5 *Citizen or employee social security numbers collected by the City.*

23.1.6 *Computer security information of the City*, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

23.1.7 *Local tax records of the City that contains information about a taxpayer's income or receipts.*

23.1.8 *Any attorney / client privileged information disclosed by either party.*

23.1.9 *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

23.1.10 *The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.*

23.1.11 *Building plans of city-owned buildings or structures, as well as any detailed security plans.*

23.1.12 *Billing information of customers compiled and maintained in connection with the City providing utility services*

23.1.13 *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories **23.1.3** through **23.1.13** above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

23.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

23.2.3 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

23.2.4 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly,

disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

23.2.5 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

23.2.6 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

23.2.7 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

23.2.8 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

23.2.9 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

23.2.10 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

23.2.11 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

23.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

23.3.1 Was already known to Company prior to being disclosed by the City;

23.3.2 Was or becomes publicly known through no wrongful act of Company;

23.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

23.3.4 Was used or disclosed by Company with the prior written authorization of the City;

23.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request; and

23.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

TASER INTERNATIONAL, INC.

BY: Susan McWee

PRINT NAME: Susan McWee

TITLE: VP Corporate Controller

DATE: 1-24-14

CITY OF CHARLOTTE:

BY: Eric D. Campbell

PRINT NAME: ERIC D. CAMPBELL

TITLE: ASSISTANT CITY MANAGER

DATE: 2/14/2014

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 2/11/14

CITY OF CHARLOTTE
CITY CLERK'S OFFICE:

BY: Emily A Kunze

PRINT NAME: EMILY A KUNZE

TITLE: DEPUTY CITY CLERK

DATE: 02/17/14

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

BY: **N/A purchase orders will be issued as needed**

EXHIBIT A
PRICING SHEET

This Exhibit A is incorporated into and made part of the Contract for Tasers and Related Products ("Contract") between the City of Charlotte (the "Lead Public Agency") and TASER International, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings are assigned to such terms in the main body of this Contract.

PRICING SHEET
ITB # 269-2014-022
TASERS AND RELATED PRODUCTS

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

BIDS ARE DUE NO LATER THAN 2 P.M. EDT, OCTOBER 31, 2013

SEE ATTACHED PRICING SHEET TO INCLUDE CORE LIST AND PRODUCTS OFFERING TABS – REQUEST IN EXCEL FORMAT VIA EMAIL TO YMCCOLLUM@CHARLOTTENC.GOV

CORE LIST PRICING SHEET SHALL BE SUBMITTED IN HARD COPY AND IN EXCEL FORMAT ON A COMPACT DISC

PRODUCTS OFFERING SHALL BE SUBMITTED IN EXCEL FORMAT ON A COMPACT DISC

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional cost will be allowed.

Products Offering: Per **Section 4.6,** Bidders must provide a complete selection of products, including but not limited to Tasers, weapons, cartridges, accessories, cameras and video equipment with fixed percentage discounts on all items from the List Price (list less discount) included in the Bidder's most current full line catalog identified per **Section 4.3.1** for all other items (Non-Core) in your catalog.

Administrative Fees: Per **Section 4.6,** the Service Provider shall pay the City of Charlotte ("CLT") an **administrative fee of** **1** **%** (minimum of 1%) based on all CLT and Participating Public Agency sales volumes within 30 days of the end of each calendar quarter set forth in the subsequent Contract. **It is the responsibility of the bidder to set the Administrative Fee.**

Pricing Incentives and Rebates: Per **Section 4.6,** Bidders shall identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria: _____

_____

Reference the Charlotte Cooperative Purchasing Alliance (CCPA) website at http://www.charlottealliance.org/

The City reserves the right to award one or multiple Contracts by line item, combination of items, categories, or grand total or catalog discount on a state, regional, or national basis for the Products and Services required by this ITB if the CLT deems multiple Contracts to be in the City's and other Participating Public Agencies best interest.

Payment Terms: Net 30

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract **(Section 7)** and is authorized to bind the firm to the information herein set forth.

Date: 10/30/2013

By: _____

TASER International Inc.
Legal Name of Firm

President
Name and Title of Person Signing (please print)
Douglas Hunt

TASERS INTERNATIONAL
CORE LIST - FIXED UNIT PRICE

MODEL - X2											
ITEM	**DESCRIPTION**	**MFG NAME**	**TASERS' PRODUCT NUMBER**	**UOM**	**PACK QTY**	**UNIT PRICE YEAR ONE**	**UNIT PRICE YEAR TWO**	**UNIT PRICE YEAR THREE**	**UNIT PRICE YEAR FOUR**	**UNIT PRICE YEAR FIVE**	**MFG WARRANTY**
1	Black X2 CEW	TASERS	22002	Each	1	$ 1,041.41	$ 1,093.48	$ 1,148.16	$ 1,205.56	$ 1,265.84	1 year
2	Yellow X2 CEW	TASERS	22003	Each	1	$ 1,041.41	$ 1,093.48	$ 1,148.16	$ 1,205.56	$ 1,265.84	1 year
3	Performance Power Magazine (PPM)	TASERS	22010	Each	1	$ 55.20	$ 57.96	$ 60.86	$ 63.90	$ 67.09	90 days
4	Tactical Performance Power Magazine (TPPM)	TASERS	22012	Each	1	$ 55.20	$ 57.96	$ 60.86	$ 63.90	$ 67.09	90 days
5	Automatic Shut-Down Power Magazine (APPM)	TASERS	22011	Each	1	$ 66.23	$ 69.54	$ 73.02	$ 76.67	$ 80.50	90 days
6	Holster, X2, Right Hand, Blackhawk	TASERS	22501	Each	1	$ 68.88	$ 72.32	$ 75.94	$ 79.74	$ 83.72	90 days
7	Holster, X2, Left Hand, Blackhawk	TASERS	22504	Each	1	$ 68.88	$ 72.32	$ 75.94	$ 79.74	$ 83.72	90 days
8	4-Yr Extended Warranty	TASERS	22014	Each	1	$ 327.68	$ 344.07	$ 361.27	$ 379.34	$ 398.30	4 years extended after initial 1 year manufacturer's warranty
9	15' Live Smart Cartridge	TASERS	22150	Each	1	$ 30.17	$ 31.68	$ 33.26	$ 34.93	$ 36.67	1 year
10	25' Live Smart Cartridge	TASERS	22151	Each	1	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25	1 year
11	35' Live Smart Cartridge	TASERS	22152	Each	1	$ 33.35	$ 35.02	$ 36.77	$ 38.61	$ 40.54	1 year
12	Inert Simulator 25' Smart Cartridge	TASERS	22155	Each	1	$ 42.90	$ 45.04	$ 47.29	$ 49.66	$ 52.14	1 year
13	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	TASERS	22157	Each	1	$ 31.23	$ 32.79	$ 34.43	$ 36.15	$ 37.96	1 year
14	TASER CAM HD	TASERS	26810	Each	1	$ 534.44	$ 561.16	$ 589.22	$ 618.68	$ 649.61	1 year
15	TASER CAM HD with Automatic Shut-Down (AS) Feature	TASERS	26820	Each	1	$ 560.95	$ 589.00	$ 618.45	$ 649.37	$ 681.84	1 year
16	TASER CAM HD USB download kit	TASERS	26762	Each	1	$ 16.38	$ 17.20	$ 18.06	$ 18.97	$ 19.92	90 days
17	TASER CAM HD 4-Yr Extended Warranty	TASERS	26763	Each	1	$ 159.02	$ 166.97	$ 175.32	$ 184.09	$ 193.29	4 years extended after initial 1 year manufacturer's warranty
18	TASER CAM HD Replacement Battery	TASERS	26764	Each	1	$ 53.50	$ 56.18	$ 58.99	$ 61.94	$ 65.03	90 days
19	Kit, Dataport Download, USB, X2	TASERS	22013	Each	1	$ 170.16	$ 178.67	$ 187.60	$ 196.98	$ 206.83	90 days
20	Grip, CEW, Hogue	TASERS	22017	Each	1	$ 14.26	$ 14.98	$ 15.73	$ 16.51	$ 17.34	90 days
21	Grip, CEW, Hogue, packaged	TASERS	22018	Each	1	$ 16.38	$ 17.20	$ 18.06	$ 18.97	$ 19.92	90 days

MODEL - X26											
ITEM	**DESCRIPTION**	**MFG NAME**	**TASERS' PRODUCT NUMBER**	**UOM**	**PACK QTY**	**UNIT PRICE YEAR ONE**	**UNIT PRICE YEAR TWO**	**UNIT PRICE YEAR THREE**	**UNIT PRICE YEAR FOUR**	**UNIT PRICE YEAR FIVE**	**MFG WARRANTY**
22	Black/Silver, Digital Power Magazine (DPM), W/O Holster	TASERS	26511	Each	1	$ 885.52	$ 929.79	$ 976.28	$ 1,025.10	$ 1,076.35	1 year for the handle, 90 days for the battery
23	Yellow/Black, DPM, W/O Holster	TASERS	26523	Each	1	$ 885.52	$ 929.79	$ 976.28	$ 1,025.10	$ 1,076.35	1 year for the handle, 90 days for the battery
24	Black/Black, DPM, W/O Holster	TASERS	26550	Each	1	$ 885.52	$ 929.79	$ 976.28	$ 1,025.10	$ 1,076.35	1 year for the handle, 90 days for the battery
25	Black/Silver, eXtended Digital Power Magazine (XDPM), W/O Holster	TASERS	26512	Each	1	$ 890.82	$ 935.36	$ 982.13	$ 1,031.24	$ 1,082.80	1 year for the handle, 90 days for the battery
26	Yellow/Black, XDPM, W/O Holster	TASERS	26524	Each	1	$ 890.82	$ 935.36	$ 982.13	$ 1,031.24	$ 1,082.80	1 year for the handle, 90 days for the battery
27	Black/Black, XDPM, W/O Holster	TASERS	26549	Each	1	$ 890.82	$ 935.36	$ 982.13	$ 1,031.24	$ 1,082.80	1 year for the handle, 90 days for the battery
28	Digital Power Magazine (DPM)	TASERS	26700	Each	1	$ 37.59	$ 39.47	$ 41.45	$ 43.52	$ 45.70	90 days
29	eXtended Digital Power Magazine (XDPM)	TASERS	26701	Each	1	$ 42.90	$ 45.04	$ 47.29	$ 49.66	$ 52.14	90 days
30	Controlled Digital Power Magazine (CDPM)	TASERS	26702	Each	1	$ 57.74	$ 60.63	$ 63.66	$ 66.85	$ 70.19	90 days
31	CDPM Start Up Kit	TASERS	26703	Each	1	$ 200.38	$ 210.40	$ 220.92	$ 231.97	$ 243.56	90 days
32	TASER CAM recorder	TASERS	26830	Each	1	$ 454.90	$ 477.65	$ 501.53	$ 526.61	$ 552.94	1 year
33	Holster, X26, Right Hand, Blade-Tech	TASERS	44952	Each	1	$ 39.19	$ 41.14	$ 43.20	$ 45.36	$ 47.63	90 days
34	Holster, X26, Left Hand, Blade-Tech	TASERS	44953	Each	1	$ 39.19	$ 41.14	$ 43.20	$ 45.36	$ 47.63	90 days
35	Holster, X26, Right Hand, BLACKHAWK	TASERS	44972	Each	1	$ 39.19	$ 41.14	$ 43.20	$ 45.36	$ 47.63	90 days
36	Holster, X26, Left Hand, BLACKHAWK	TASERS	44973	Each	1	$ 39.19	$ 41.14	$ 43.20	$ 45.36	$ 47.63	90 days
37	1-Yr extended X26 warranty	TASERS	26730	Each	1	$ 103.88	$ 109.07	$ 114.52	$ 120.25	$ 126.26	1 year extended after initial 1 year manufacturer's warranty
38	4-Yr extended X26 warranty	TASERS	26744	Each	1	$ 206.74	$ 217.08	$ 227.94	$ 239.33	$ 251.30	4 years extended after initial 1 year manufacturer's warranty
39	TASER CAM USB Download Kit	TASERS	26737	Each	1		$ -	$ -	$ -	$ -	90 days
40	X26E USB Dataport Download Kit (Windows 98SE, NT, 2000, XP compatible	TASERS	26500	Each	1	$ 170.16	$ 178.67	$ 187.60	$ 196.98	$ 206.83	90 days
41	Conductive Target, Two-Part BACK	TASERS	80000	Each	1	$ 14.26	$ 14.98	$ 15.73	$ 16.51	$ 17.34	90 days
42	Conductive Target, Two-Part FRONT	TASERS	80001	Each	1	$ 14.26	$ 14.98	$ 15.73	$ 16.51	$ 17.34	90 days
43	TASER Cleaning Kit	TASERS	85002	Each	1	$ 64.11	$ 67.31	$ 70.68	$ 74.21	$ 77.92	90 days
44	Alligator Clip	TASERS	85000	Each	1	$ 48.25	$ 50.67	$ 53.20	$ 55.86	$ 58.65	90 days
45	Suit, Sim, Model II	TASERS	44550	Each	1	$ 583.28	$ 612.44	$ 643.06	$ 675.21	$ 708.97	n/a
46	LASER Engraving, 10-piece minimum	TASERS	80100	Each	1	$ 6.89	$ 7.24	$ 7.60	$ 7.98	$ 8.38	n/a
47	15' Training	TASERS	34200	Each	1	$ 22.75	$ 23.89	$ 25.08	$ 26.33	$ 27.65	1 year
48	21' Field Use	TASERS	44200	Each	1	$ 24.87	$ 26.11	$ 27.42	$ 28.79	$ 30.23	1 year
49	25' XP Field Use	TASERS	44203	Each	1	$ 28.05	$ 29.45	$ 30.93	$ 32.47	$ 34.10	1 year
50	35' XP Field Use	TASERS	44206	Each	1	$ 36.53	$ 38.36	$ 40.28	$ 42.29	$ 44.41	1 year
51	21' Non-Conductive Sim	TASERS	44205	Each	1	$ 23.81	$ 25.00	$ 26.25	$ 27.56	$ 28.94	1 year

TASERS INTERNATIONAL
ADDITIONAL PRODUCTS - FIXED UNIT PRICE

ITEM	DESCRIPTION	MFG NAME	TASERS' PRODUCT NUMBER	UOM	UNIT PRICE YEAR ONE	UNIT PRICE YEAR TWO	UNIT PRICE YEAR THREE	UNIT PRICE YEAR FOUR	UNIT PRICE YEAR FIVE
1	HANDLE, BLACK, CLASS III, X26P	TASER	11002	Each	$ 903.97	$ 949.17	$ 996.63	$ 1,046.46	$ 1,098.78
2	HANDLE, YELLOW, CLASS III, X26P	TASER	11003	Each	$ 903.97	$ 949.17	$ 996.63	$ 1,046.46	$ 1,098.78
3	WARRANTY, 4 YEAR, X26P	TASER	11004	Each	$ 286.32	$ 300.64	$ 315.67	$ 331.46	$ 348.03
4	XPPM, BATTERY PACK, X26P	TASER	11010	Each	$ 64.11	$ 67.31	$ 70.68	$ 74.21	$ 77.92
5	HOLSTER, BLACKHAWK, RIGHT, X26P	TASER	11501	Each	$ 56.15	$ 58.96	$ 61.91	$ 65.00	$ 68.25
6	HOLSTER, BLACKHAWK, LEFT, X26P	TASER	11504	Each	$ 56.15	$ 58.96	$ 61.91	$ 65.00	$ 68.25
7	BODY kit, will include a holster	TASER	73002	Each	$ 408.00	$ 428.40	$ 449.82	$ 472.31	$ 495.93
8	WALL CHARGER, USB SYNC CABLE, FLEX	TASER	73004	Each	$ 16.38	$ 17.20	$ 18.06	$ 18.97	$ 19.92
9	CABLE, STRAIGHT TO RIGHT ANGLE, 36"	TASER	73005	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
10	CONTROLLER, HOLSTER, STANDARD UNIFORM, CLIP, FLEX	TASER	73006	Each	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25
11	OAKLEY, CLIP, FLEX	TASER	73008	Each	$ 20.45	$ 21.47	$ 22.55	$ 23.67	$ 24.86
12	COLLAR/VERSATILE/CAP MOUNT, FLEX	TASER	73009	Each	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25
13	LOWRIDER, HEADBAND, FLEX	TASER	73010	Each	$ 53.50	$ 56.18	$ 58.99	$ 61.94	$ 65.03
14	EPAULETTE MOUNT, FLEX	TASER	73011	Each	$ 20.45	$ 21.47	$ 22.55	$ 23.67	$ 24.86
15	HELMET MOUNT, FLEX	TASER	73013	Each	$ 20.45	$ 21.47	$ 22.55	$ 23.67	$ 24.86
16	ETM, 6 CAMERA BAYS, 6 CONTROLLER BAYS, AXON FLEX	TASER	73016	Each	$ 1,605.54	$ 1,685.82	$ 1,770.11	$ 1,858.62	$ 1,951.55
17	UNIVERSAL MAGNET, CLIP, FLEX	TASER	73020	Each	$ 8.96	$ 9.41	$ 9.88	$ 10.37	$ 10.89
18	MULTI-MOUNTING OPTION KIT, FLEX	TASER	73021	Each	$ 220.53	$ 231.56	$ 243.14	$ 255.29	$ 268.06
19	CABLE, STRAIGHT TO RIGHT ANGLE, 18	TASER	73022	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
20	CABLE, STRAIGHT TO RIGHT ANGLE, 48	TASER	73023	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
21	CABLE, STRAIGHT TO STRAIGHT, 18	TASER	73024	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
22	CABLE, STRAIGHT TO STRAIGHT, 36	TASER	73025	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
23	CABLE, STRAIGHT TO STRAIGHT, 48	TASER	73026	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
24	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 18	TASER	73027	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
25	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36	TASER	73028	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
26	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 48	TASER	73029	Each	$ 6.84	$ 7.18	$ 7.54	$ 7.92	$ 8.31
27	AXON Flex kit	TASER	73030	Each	$ 708.95	$ 744.40	$ 781.62	$ 820.70	$ 861.73
28	IPOD TOUCH®, FLEX	TASER	73031	Each	$ 220.58	$ 231.61	$ 243.19	$ 255.35	$ 268.12
29	AXON FLEX KIT 2 YEAR EXTENDED WARRANTY	TASER	73033	Each	$ 362.64	$ 380.77	$ 399.81	$ 419.80	$ 440.79
30	OAKLEY FLAK JACKET® KIT, FLEX	TASER	73034	Each	$ 167.51	$ 175.88	$ 184.68	$ 193.91	$ 203.60
31	CONTROLLER, HOLSTER, MINI ALLIGATOR CLIP , FLEX	TASER	73035	Each	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25
32	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	TASER	73036	Each	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25
33	ETM, AXON FLEX, PILOT	TASER	73038	Each	$ 1,287.40	$ 1,351.77	$ 1,419.36	$ 1,490.33	$ 1,564.85
34	AXON FLEX, T&E KIT, PILOT	TASER	73039	Each	$ 1,251.18	$ 1,313.74	$ 1,379.42	$ 1,448.39	$ 1,520.81
35	AXON FLEX ETM 2 YEAR EXTENDED WARRANTY	TASER	73046	Each	$ 572.62	$ 601.25	$ 631.31	$ 662.88	$ 696.02
36	2 year extended warranty-ETM	TASER	73046	Each	$ 499.95	$ 524.95	$ 551.19	$ 578.75	$ 607.69
37	ETM, 12 CAMERA BAYS, AXON FLEX	TASER	73048	Each	$ 1,605.54	$ 1,685.82	$ 1,770.11	$ 1,858.62	$ 1,951.55
38	AXON FLEX WEB KIT	TASER	73053	Each	$ 1,016.91	$ 1,067.76	$ 1,121.15	$ 1,177.20	$ 1,236.06
39	KIT, AXON, OFFLINE, FLEX	TASER	73055	Each	$ 1,016.91	$ 1,067.76	$ 1,121.15	$ 1,177.20	$ 1,236.06
40	Offline AXON Flex kit	TASER	73055	Each	$ 708.95	$ 744.40	$ 781.62	$ 820.70	$ 861.73
41	BALLISTICS VEST MOUNT, ROTATING, FLEX	TASER	73059	Each	$ 20.45	$ 21.47	$ 22.55	$ 23.67	$ 24.86
42	AXON FLEX, FULL SOLUTION, KIT	TASER	73061	Each	$ 1,022.55	$ 1,073.68	$ 1,127.36	$ 1,183.73	$ 1,242.92
43	BALL CAP MOUNT, AXON, FLEX	TASER	73062	Each	$ 32.29	$ 33.91	$ 35.60	$ 37.38	$ 39.25
44	BODY, AXON OFFLINE, KIT	TASER	73063	Each	$ 408.00	$ 428.40	$ 449.82	$ 472.31	$ 495.93
45	BODY, AXON FULL SOLUTION, KIT	TASER	73066	Each	$ 658.95	$ 691.90	$ 726.49	$ 762.82	$ 800.96
46	2 year extended warranty-Body	TASER	73074	Each	$ 199.95	$ 209.95	$ 220.44	$ 231.47	$ 243.04
47	MINI ALLIGATOR CLIP , AXONBODY	TASER	73076	Each	$ 30.45	$ 31.97	$ 33.57	$ 35.25	$ 37.01
48	HOLSTER, BELT CLIPS, AXONBODY	TASER	73077	Each	$ 30.45	$ 31.97	$ 33.57	$ 35.25	$ 37.01
49	HOLSTER, Z-BRACKET, HW, AXONBODY	TASER	73078	Each	$ 30.45	$ 31.97	$ 33.57	$ 35.25	$ 37.01
50	HOLSTER, Z-BRACKET, VELCRO, AXONBODY	TASER	73079	Each	$ 30.45	$ 31.97	$ 33.57	$ 35.25	$ 37.01
51	2 year extended warranty Offline ETM	TASER	73083	Each	$ 999.95	$ 1,049.95	$ 1,102.44	$ 1,157.57	$ 1,215.45
52	AXON FLEX, FULL SOLUTION, OFFLINE, KIT	TASER	73086	Each	$ 1,022.55	$ 1,073.68	$ 1,127.36	$ 1,183.73	$ 1,242.92
53	TASER ASSURANCE PLAN CEW, X2	TASER	85047	Each	$ -	$ -	$ -	$ -	$ -
54	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2	TASER	85049	Each	$ 211.04	$ 221.59	$ 232.67	$ 244.30	$ 256.52
55	TASER ASSURANCE PLAN TASERCAM HD	TASER	85051	Each	$ -	$ -	$ -	$ -	$ -
56	TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT	TASER	85052	Each	$ 106.05	$ 111.35	$ 116.92	$ 122.77	$ 128.90
57	Flex TAP warranty	TASER	85053	Each	$ -	$ -	$ -	$ -	$ -
58	Flex TASER Assurance Plan annual payment	TASER	85054	Each	$ 276.00	$ 289.80	$ 304.29	$ 319.50	$ 335.48
59	TASER ASSURANCE PLAN CEW, X26 TO X26P	TASER	85065	Each	$ -	$ -	$ -	$ -	$ -
60	TASER ASSURANCE PLAN CEW, X26 TO X2	TASER	85066	Each	$ -	$ -	$ -	$ -	$ -
61	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X26P	TASER	85067	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
62	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X2	TASER	85068	Each	$ 199.00	$ 208.95	$ 219.40	$ 230.37	$ 241.89
63	5 YEAR TASER ASSURANCE PLAN , BODYCAM	TASER	85069	Each	$ -	$ -	$ -	$ -	$ -
64	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	TASER	85070	Each	$ 204.00	$ 214.20	$ 224.91	$ 236.16	$ 247.96
65	ULTIMATE EVIDENCE.COM LICENSE: 3 YEAR	TASER	85071	Each	$ 1,764.00	$ 1,852.20	$ 1,944.81	$ 2,042.05	$ 2,144.15
66	ULTIMATE EVIDENCE.COM LICENSE: 5 YEAR	TASER	85072	Each	$ 2,940.00	$ 3,087.00	$ 3,241.35	$ 3,403.42	$ 3,573.59
67	3 YEAR BODY TASER ASSURANCE PLAN	TASER	85073	Each	$ -	$ -	$ -	$ -	$ -
68	3 YEAR FLEX TASER ASSURANCE PLAN	TASER	85074	Each	$ -	$ -	$ -	$ -	$ -
69	3 YEAR ETM TASER ASSURANCE PLAN	TASER	85075	Each	$ -	$ -	$ -	$ -	$ -
70	5 YEAR ETM TASER ASSURANCE PLAN	TASER	85076	Each	$ -	$ -	$ -	$ -	$ -
71	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	TASER	85078	Each	$ 588.00	$ 617.40	$ 648.27	$ 680.68	$ 714.72
72	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT (price per camera)	TASER	85079	Each	$ 36.00	$ 37.80	$ 39.69	$ 41.67	$ 43.76

TASERS INTERNATIONAL
ADDITIONAL PRODUCTS - FIXED UNIT PRICE

73	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P	TASER	85080	Each	$ 954.45	$ 1,002.17	$ 1,052.28	$ 1,104.90	$ 1,160.14
74	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P	TASER	85080	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
75	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P	TASER	85080	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
76	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	TASER	85081	Each	$ 1,055.20	$ 1,107.96	$ 1,163.36	$ 1,221.52	$ 1,282.60
77	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	TASER	85081	Each	$ 995.00	$ 1,044.75	$ 1,096.99	$ 1,151.84	$ 1,209.43
78	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD	TASER	85082	Each	$ 530.25	$ 556.76	$ 584.60	$ 613.83	$ 644.52
79	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD	TASER	85082	Each	$ 500.00	$ 525.00	$ 551.25	$ 578.81	$ 607.75
80	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR	TASER	85083	Each	$ 1,463.49	$ 1,536.66	$ 1,613.50	$ 1,694.17	$ 1,778.88
81	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR	TASER	85083	Each	$ 1,380.00	$ 1,449.00	$ 1,521.45	$ 1,597.52	$ 1,677.40
82	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	TASER	85084	Each	$ 954.45	$ 1,002.17	$ 1,052.28	$ 1,104.90	$ 1,160.14
83	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	TASER	85084	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
84	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X2	TASER	85085	Each	$ 1,055.20	$ 1,107.96	$ 1,163.36	$ 1,221.52	$ 1,282.60
85	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P	TASER	85085	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
86	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	TASER	85086	Each	$ 1,081.71	$ 1,135.80	$ 1,192.59	$ 1,252.21	$ 1,314.83
87	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	TASER	85086	Each	$ 1,020.00	$ 1,071.00	$ 1,124.55	$ 1,180.78	$ 1,239.82
88	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR	TASER	85087	Each	$ 878.09	$ 922.00	$ 968.10	$ 1,016.50	$ 1,067.33
89	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR	TASER	85087	Each	$ 828.00	$ 869.40	$ 912.87	$ 958.51	$ 1,006.44
90	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR	TASER	85088	Each	$ 649.03	$ 681.48	$ 715.55	$ 751.33	$ 788.90
91	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR	TASER	85088	Each	$ 612.00	$ 642.60	$ 674.73	$ 708.47	$ 743.89
92	TASER ASSURANCE PLAN UPFRONT PAYMENT, ETM: 3 YEAR	TASER	85089	Each	$ 114.53	$ 120.26	$ 126.27	$ 132.59	$ 139.22
93	TASER ASSURANCE PLAN UPFRONT PAYMENT, ETM: 3 YEAR	TASER	85089	Each	$ 108.00	$ 113.40	$ 119.07	$ 125.02	$ 131.27
94	TASER ASSURANCE PLAN PAY UP FRONT PAYMENT, ETM: 5 YEAR	TASER	85090	Each	$ 190.89	$ 200.43	$ 210.46	$ 220.98	$ 232.03
95	TASER ASSURANCE PLAN PAY UP FRONT PAYMENT, ETM: 5 YEAR	TASER	85090	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
96	Basic Evidence.com license: 1 year	TASER	87001	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
97	Basic Evidence.com license: 2 year	TASER	87002	Each	$ 360.00	$ 378.00	$ 396.90	$ 416.75	$ 437.58
98	Basic Evidence.com license: 3 year	TASER	87003	Each	$ 540.00	$ 567.00	$ 595.35	$ 625.12	$ 656.37
99	Basic Evidence.com license: 4 year	TASER	87004	Each	$ 720.00	$ 756.00	$ 793.80	$ 833.49	$ 875.16
100	Basic Evidence.com license: 5 year	TASER	87005	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
101	Basic Evidence.com license: Year 1 payment	TASER	87101	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
102	Basic Evidence.com license: Year 2 payment	TASER	87201	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
103	Basic Evidence.com license: Year 3 payment	TASER	87301	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
104	Basic Evidence.com license: Year 4 payment	TASER	87401	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
105	Basic Evidence.com license: Year 5 payment	TASER	87501	Each	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79
106	Standard Evidence.com license: 1 year	TASER	88001	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
107	Standard Evidence.com license: 2 year	TASER	88002	Each	$ 600.00	$ 630.00	$ 661.50	$ 694.58	$ 729.30
108	Standard Evidence.com license: 3 year	TASER	88003	Each	$ 900.00	$ 945.00	$ 992.25	$ 1,041.86	$ 1,093.96
109	Standard Evidence.com license: 4 year	TASER	88004	Each	$ 1,200.00	$ 1,260.00	$ 1,323.00	$ 1,389.15	$ 1,458.61
110	Standard Evidence.com license: 5 year	TASER	88005	Each	$ 1,500.00	$ 1,575.00	$ 1,653.75	$ 1,736.44	$ 1,823.26
111	Standard Evidence.com license: Year 1 payment	TASER	88101	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
112	Standard Evidence.com license: Year 2 payment	TASER	88201	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
113	Standard Evidence.com license: Year 3 payment	TASER	88301	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
114	Standard Evidence.com license: Year 4 payment	TASER	88401	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
115	Standard Evidence.com license: Year 5 payment	TASER	88501	Each	$ 300.00	$ 315.00	$ 330.75	$ 347.29	$ 364.65
116	Professional Evidence.com license: 1 year	TASER	89001	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86
117	Professional Evidence.com license: 2 year	TASER	89002	Each	$ 936.00	$ 982.80	$ 1,031.94	$ 1,083.54	$ 1,137.71
118	Professional Evidence.com license: 3 year	TASER	89003	Each	$ 1,404.00	$ 1,474.20	$ 1,547.91	$ 1,625.31	$ 1,706.57
119	Professional Evidence.com license: 4 year	TASER	89004	Each	$ 1,872.00	$ 1,965.60	$ 2,063.88	$ 2,167.07	$ 2,275.43
120	Professional Evidence.com license: 5 year	TASER	89005	Each	$ 2,340.00	$ 2,457.00	$ 2,579.85	$ 2,708.84	$ 2,844.28
121	Professional Evidence.com license: Year 1 payment	TASER	89101	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86
122	Professional Evidence.com license: Year 2 payment	TASER	89201	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86
123	Professional Evidence.com license: Year 3 payment	TASER	89301	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86
124	Professional Evidence.com license: Year 4 payment	TASER	89401	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86
125	Professional Evidence.com license: Year 5 payment	TASER	89501	Each	$ 468.00	$ 491.40	$ 515.97	$ 541.77	$ 568.86

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

In This Exhibit B is incorporated into and made part of the Contract for Tasers and Related Products ("Contract") between the City of Charlotte (the "Lead Public Agency") and TASER International, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings are assigned to such terms in the main body of this Contract.

1. **Contract Types:** The Contract resulting from this Invitation to Bid will be of the type indicated below:

   1.1. ___ **Definite Quantity:** The Contract will be a fixed-price contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.

   1.2. X **Indefinite Quantity**: The Contract will be a unit price contract for an indefinite amount of Products and Services to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the City is obligated to order. The City may make available to Company information regarding the City's purchase history or projected estimates of the approximate quantity of Products that will be needed. The City makes no representations as to the accuracy of such information. The Company is required to perform its own due diligence on which to base its bid. Inaccuracy of purchase history or projected quantity estimates provided by the City will not give rise to any claim against the City, or entitle the Company to rescind its bid or terminate or amend the Contract.

2. **Terms of Contract:**

   2.1. X **Unit Price Contract**: Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Charlotte City Council.

   Contract Terms and Renewal Options: The contract term shall be for a period of five (5) years from the date of award. The City at its option may extend the contract for up to two (2) additional one-year extensions unless the Company objects in writing at least ninety (90) days prior to the beginning of the extension term.

   2.2. ___ **One Time Purchase:** Contract awarded is for a specific quantity purchased at one time.

3. **Notice to Proceed:** The Company shall not commence work or make shipment until duly notified by receipt of an executed Contract from the City. If the Company commences work or makes shipment prior to that time, such action is taken at the Company's risk, without any obligation of reimbursement by the City.

4. **Delivery Time:** When delivery time is requested for a specific delivery date (or maximum number of days for delivery) **time is of the essence** takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

5. **Delivery:** All TASERS AND RELATED PRODUCTS provided under this contract must be delivered F.O.B. Destination within 30 calendar days from the placement of order if ordered by 3:00 PM on a workday. Workdays are Monday through Friday, excluding City/County, State and

Federal recognized holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

5.1 Deliveries must be made to the Charlotte-Mecklenburg Police Department located at 601 East Trade Street, Charlotte, NC 28202.

5.2 Each order delivered must have a packing slip enclosed. The packing slip must clearly show the items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder.

5.3 All Participating Public Agencies will require deliveries to its specific locations. The Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this contract through CCPA.

6. **Inspection at Company's Site:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company prior to Contract award, and during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

7. **Preparation For Delivery:**

7.1. **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

7.2. **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

7.3. **Shipping.** The Company shall follow all shipping instructions included in the City's purchase order or in the Contract with the City.

8. **Acceptance of Products/Services:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. Ten (10) days after delivery, the goods will be deemed inspected and accepted. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

9. **Guarantee:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services for the duration of the manufacturer's warranty period. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made according to the manufacturer's return and repair process.

10. **Scope of Work:** The CLT recognizes that technology may change during the term of this contract. Accordingly, the Company agrees to provide the CLT with prompt written notice of all material upgrades, enhancements, and modifications to the Products or Services that become available during the term of any subsequent Contract.

The Company shall provide additional details and estimated prices to the CLT at the request of the CLT, if the CLT wants to consider further and possible addition of new technology products.

11. **Warranty:** All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of either (90) days or one year depending on the product, to be determined by the manufacturer; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Company's descriptions, representations and samples. The Company shall administer the warranty on the City's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agencies all Products that violate either the above warranty or the applicable manufacturer's warranty.

11.1 The Company shall provide the CLT and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

11.2 It shall be the responsibility of the CLT to pay for shipping returned Products back to the manufacturer, and the manufacturer will pay for shipping the goods to the CLT and Participating Public Agency.

11.3 Warranty repairs may be performed by the Company at the CLT and Participating Public Agencies' site upon request.

12. **Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

13. **Subcontracting**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

14. **Audit:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

15. **Background Checks:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility.

Background check will include at a minimum:

15.1 Criminal records search;
15.2 Identification verification; and
15.3 Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

16. **Items Under Contract:** The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete **TASERS AND RELATED PRODUCTS** items included in this Contract if items are no longer needed or no longer issued as part of **TASERS AND RELATED PRODUCTS**.

17. **Customer Service Representative:** The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational during normal business hours. All communicational contact, either via phone, email, etc. must be addressed with a response in a reasonable amount of time. The account executive must be available to attend meetings regarding **TASERS AND RELATED PRODUCTS** issues upon request. The account executive will be responsible for providing timely response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the **TASERS AND RELATED PRODUCTS** items. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary. The Company must identify the dedicated Account Executive in **Exhibit D.**

18. **Returns and Restocking Charges:** The CLT/Participating Public Agency will follow the Company's return request processed as outlined in the Company's Warranty. The CLT/Participating Public Agency will not pay restocking fess for merchandise that has been returned unless it is subject to a specialty item and CLT/Participating Public Agency have been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo to the CLT/ Participating Public Agency within thirty (30) calendar days of the return.

EXHIBIT C
CCPA TERMS AND CONDITIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina ("Contracting Agent") on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CPPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant's procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies "as is," and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.

EXHIBIT D
BID RESPONSE FORMS

In This Exhibit D is incorporated into and made part of the Contract for Tasers and Related Products ("Contract") between the City of Charlotte (the "Lead Public Agency") and TASER International, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings are assigned to such terms in the main body of this Contract.

BID SUBMISSION FORM
ITB # 269-2014-022
TASERS AND RELATED PRODUCTS

This Bid is submitted by:

Company Name: TASER International, Inc.

Representative (printed): Douglas Klint

Representative ***(signed):*** X

Address: 17800 North 85th Street

City/State/Zip: Scottsdale, AZ, 85255

Telephone: 800-978-2737
(Area Code) Telephone Number

Facsimile: 480-991-0791
(Area Code) Fax Number

E-Mail Address: mduffy@taser.com

It is understood by the Bidder that the CLT reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total on a state, regional, or national basis according to the best interest of the CLT and CCPA, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

TASER International Inc. — **Company Name**

10/30/2013 — **Date**

X _____ — **Authorized Signature**

Douglas Klint — **Please type or print name**

Addenda Acknowledgement / Exceptions Form
ITB # 269-2014-022
TASERS AND RELATED PRODUCTS

1. **Bid/Bid Submission Check List:** Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid/Request for Bids.

(A) _____ Addenda acknowledgement. Please contact the Procurement Management Division representative to verify the number of addenda issued.

Procurement Management Rep. Name	*Telephone Number*
YASHICA MCCOLLUM	704-336-5667

Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids:

Addendum #	Date Issued
n/a	n/a

(B) _____ Bid/Bid document has been signed by authorized bidder/proposer official.

(C) _____ Bid/Bid package has been properly labeled per the instructions. (See **Section 1.9** pages 4-5)

(D) _____ Bid/Bid Response Package Forms

- Bid Submission Form One
- Addenda Acknowledgement/Exceptions Form Two
- Pricing Sheet Form Three
- Non-Discrimination Certification Form Four
- E-Verify Certification – Form Five
- CCPA Plan, **Section 4.1** – Attachment 1
- Product Specifications, **Section 4.3** – Attachment 2
- Delivery Personnel, **Section 4.9** – Attachment 3
- Customer Service Representative, **Section 4.12** – Attachment 4
- Vendor References, Attachment 5

2. **Exceptions:** The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformance with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB
1.29	Post Award Conference	"The successful Bidder shall provide at least two (2) local or toll free telephone numbers that may be used to contact the successful Bidder's authorized representative in the event of an emergency after normal business hours."
2.10	Acceptance of Products/Services	"The Products delivered under this Invitation to Bid shall remain the property of the successful Bidder until the City physically inspects, actually uses and accepts the Products. Ten (10) days after delivery, the goods will be deemed inspected and accepted. In the event…"
2.11	Guarantee	Unless otherwise specified by the City, the Bidder unconditionally guarantees the materials and workmanship on all Products and Services for the duration of the manufacturer's warranty period. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Bidder at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made according to the manufacturer's return and repair process ~~only at such time as will be designated by the City to ensure the least impact to the operation of City business.~~
2.13.2	Right to Cover	~~Recover from such Bidder the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Bidder's response to this Invitation to Bid.~~
2.27	No Publicity	"Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City as a reference in responses to required federal disclosures, requests for Bids, and may identify the City as a customer in presentations to potential customers."

2.31	Commercial Non-Discrimination	As a condition of entering into the Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors~~, vendors, and suppliers~~ that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract ~~or supply contract~~. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors ~~and suppliers~~ in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.
3.10	Liquidated Damages	~~The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications. The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications. The parties agree that the liquidated damages set forth in the Specifications shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Company to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.~~
4.1	Introduction	"...Bidders should consider the potential volumes when responding to this ITB. ~~Participation by other entities is strictly voluntary and no volumes are guaranteed.~~ **Participation by other entities is strictly voluntary and no volumes are guaranteed..."**
4.2.1.	Scope of Work	For the purposes of this bid, The attached pricing sheet may not include all TASERS AND RELATED PRODUCTS currently used within the CLT and new equipment may be purchased during the term of this contract...
4.2.3	Scope of Work	The CLT recognizes that technology may change during the term of this contract. Accordingly, the Bidder agrees to provide the CLT with prompt written notice of all material upgrades, enhancements, and modifications to the Products or Services that become available during the term of any subsequent Contract. ~~The CLT and Participating Public Agencies shall have the option to accept or reject proposed new technology and/or to accept less than the most current version of the Products by providing written notice to the Company.~~

4.5	Warranty	All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of either ninety (90) days or one year, depending on the Product, to be determined by the manufacturer; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples…
4.5.2	Warranty	For warranty repairs: It shall be the responsibility of the City to pay for shipping returned Products back to the manufacturer, and the manufacturer will pay for shipping the goods to the CLT and Participating Public Agency. ~~manufacturer to pay all shipping and crating costs associated with warranty repairs.~~
4.5.3	Warranty	Warranty repairs ~~shall~~ may be performed by the successful Bidder at the CLT and Participating Public Agencies' site upon request.
4.12	Customer Service Representative	The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational ~~at all times~~ during normal business hours. All communicational contact, either via phone, email, etc. must be addressed with a response within ~~two business days~~ a reasonable amount of time. The account executive must be available to attend meetings regarding **TASERS AND RELATED PRODUCTS** issues upon reasonable request. The account executive will be responsible for providing ~~immediate~~ timely response and quick resolution of all the service issues and complaints of City personnel.
4.13	Company Personnel Removal or Replacement	The City will have the right to ~~require~~ request the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide services to the City.
4.17	Returns and Restocking Charges	~~The Company or applicable manufacturer must pick up any merchandise to be returned within forty eight (48) hours after the City notifies the Company of the return.~~ The CLT/Participating Public Agency will follow the Company's return request process as outlined in the Company's Warranty. The CLT/Participating Public Agency will not pay restocking fess for merchandise that has been returned unless it is subject to a specialty item and CLT/Participating Public Agency have been notified, at the time of placement of order, of the potential restocking charge. The successful Bidder will issue a credit memo to the CLT/ Participating Public Agency within ~~seven (7)~~ thirty (30) calendar days of the return.
4.19	Samples	~~Prior to award of a contract, Bidders may be required to furnish a sample of each item awarded, at no charge to the City. Samples will be retained by CLT for comparison with items delivered under the resulting contract.~~

5.1	Indemnification	...(iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible from the Company's negligence or willful misconduct; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); ...

The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid; (b) that items 1(A) through 1(D) of the above checklist have been verified as complete, and (c) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: 10/30/2013 Bidder: TASER International Inc.
Print name of Bidder

By: Douglas Klint President Signature:
Print name and title of signatory

NON-DISCRIMINATION PROVISION FOR ALL CITY CONTRACTS

PROJECT: TASERS AND RELATED PRODUCTS

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed bid or Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2.**
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: TASER International Inc.

BY: _____ TITLE: President

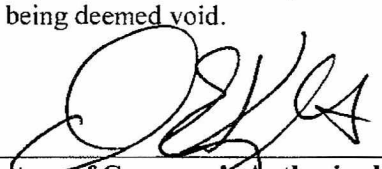
SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: 10/30/2013

E-VERIFY CERTIFICATION

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:
   a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
   b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
   c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for the Contract, Company certifies that:
   a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
   b. Regardless of how many employees Company has working in North Carolina; Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.
3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.



Signature of Company's Authorized Representative 10/30/2013 **Date**

Print Name and Title: Douglas Klint President

Attachment 1

CCPA PLAN, SECTION 4.1

Bids must include or address the following information as Attachment 1:

4.1.1 Bids must include in detail how the Bidder plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has 152 registered Participating Public Agencies in California, Georgia, North Carolina, South Carolina, Tennessee, and Virginia. Please address the following in your bid response as **Attachment #1**:

4.1.1.1 Ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii;

TASER currently has customers in all 50 US states and can deliver goods to all of those customers. However, in some states, our weapons may only be purchased by a member of Law Enforcement. TASER must adhere to the law of the state and may deny purchase if state law prohibits us from selling our weapons.

4.1.1.2 Address if the Bidder has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states; and

State	Vice President	Regional Sales	Distributor	Location
Alabama	Andrew Grayson	Doug Dirren	Gulf State	Montgomery, AL
Alaska	Abe Alveraz	Brian Black	Proforce	Brea, CA
Arizona	Chad Kapler	Brian Black	Proforce	Brea, CA
Arkansas	Andrew Grayson	Shawn Spencer	Teeco Safety	Shreveport, LA
California	Abe Alveraz	Brian Black	Proforce	Brea, CA
Colorado	Chad Kapler	Shawn Spencer	Proforce	Brea, CA
Connecticut	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
DC	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
Delaware	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
Florida	Georgia	Andy Wrenn	DGG TASER	Jacksonville, FL
Georgia	Georgia	Andy Wrenn	DGG TASER	Jacksonville, FL
Hawaii	Abe Alveraz	Doug Dirren	TASER	Scottsdale, AZ
Idaho	David Fowers	Brian Black	Proforce	Brea, CA
Illinois	Vince Valentine	Ron Bellendier	Ray O'Herron	Danville, IL
Indiana	Vince Valentine	Ron Bellendier	Ray O'Herron	Danville, IL
Iowa	Vince Valentine	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Kansas	David Fowers	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Kentucky	Doug Dirren	Doug Dirren	Gulf State	Montgomery, AL

Louisiana	Andrew Grayson	Shawn Spencer	Teeco Safety	Shreveport, LA
Maine	Chris Kirby	Mark Swenson	Officer Store	Scottsdale, AZ
Maryland	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
Massachusetts	Chris Kirby	Mark Swenson	Interstate Arms	Billerica, MA
Michigan	Vince Valentine	Ron Bellendier	Michigan TASER	South Lyon, MI
Minnesota	Vince Valentine	Ron Bellendier	Uniforms Unltd	Minneapolis, MN
Mississippi	Andrew Grayson	Doug Dirren	Barney's	Tupelo, MS
Missouri	David Fowers	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Montana	David Fowers	Brian Black	Proforce	Brea, CA
Nebraska	David Fowers	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Nevada	Chad Kapler	Brian Black	Proforce	Brea, CA
New Hampshire	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
New Jersey	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
New Mexico	Chad Kapler	Shawn Spencer	Proforce	Brea, CA
New York	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
North Carolina	Andy Wrenn	Andy Wrenn	Lawmens Safety	Raleigh, NC
North Dakota	David Fowers	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Ohio	Vince Valentine	Doug Dirren	Vance's Shooter	Columbus, OH
Oklahoma	Chad Kapler	Shawn Spencer	TASER	Scottsdale, AZ
Oregon	Abe Alveraz	Brian Black	TASER	Scottsdale, AZ
Pennsylvania	Mark Swenson	Mark Swenson	Witmer	Coatesville, PA
Rhode Island	Chris Kirby	Mark Swenson	TASER	Scottsdale, AZ
South Carolina	Georgia	Andy Wrenn	Lawmens Safety	Columbia, SC
South Dakota	David Fowers	Ron Bellendier	Ed Roehr Safety	St. Louis, MO
Tennessee	Doug Dirren	Doug Dirren	Gulf State	Montgomery, AL
Texas	Andrew Grayson	Shawn Spencer	TASER	Scottsdale, AZ
Utah	David Fowers	Brian Black	Proforce	Brea, CA
Vermont	Chris Kirby	Mark Swenson	Officer Store	Coatesville, PA
Virginia	Chris Kirby	Doug Dirren	Southern Police	Richmond, VA
Washington	David Fowers	Brian Black	Proforce	Brea, CA
West Virginia	Doug Dirren	Doug Dirren	Town Police Supply	Collinsville, VA
Wisconsin	Vince Valentine	Ron Bellendier	TASER	Scottsdale, AZ

Wyoming	David Fowers	Brian Black	Proforce	Brea, CA

4.1.1.3 Identify Bidder's authorized distributors by U.S. state or region. List must include distributor name and address.

State	Distributor	Address
Alabama	Gulf State	6000 E Shirley Ln Montgomery, AL 36117
Alaska	Proforce	655 Berry Street,Suite H Brea, CA 92821
Arizona	Proforce	655 Berry Street,Suite H Brea, CA 92821
Arkansas	Teeco Safety	1360 Grimmett Dr, Shreveport, LA 71107
California	Proforce	655 Berry Street,Suite H Brea, CA 92821
Colorado	Proforce	655 Berry Street,Suite H Brea, CA 92821
Connecticut	TASER	17800 N 85th Street, Scottsdale AZ, 85255
DC	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Delaware	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Florida	DGG TASER	8725 Youngerman Ct, Jacksonville, FL 32244
Georgia	DGG TASER	8725 Youngerman Ct, Jacksonville, FL 32244
Hawaii	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Idaho	Proforce	655 Berry Street,Suite H Brea, CA 92821
Illinois	Ray O'Herron	3549 N Vermilion St, Danville, IL 61834
Indiana	Ray O'Herron	3549 N Vermilion St, Danville, IL 61834
Iowa	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103
Kansas	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103
Kentucky	Gulf State	6000 E Shirley Ln Montgomery, AL 36117
Louisiana	Teeco Safety	1360 Grimmett Dr, Shreveport, LA 71107
Maine	Officer Store	104 Independence Way Coatesville, PA 19320
Maryland	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Massachusetts	Interstate Arms	6G Dunham Road Conservation Land, Billerica, MA 01821
Michigan	Michigan TASER	10422 Londonderry Dr, South Lyon, MI 48178
Minnesota	Uniforms Unltd	2220 Lyndale Ave S, Minneapolis, MN 55405
Mississippi	Barney's	522 W Main St, Tupelo, MS 38804
Missouri	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103

Montana	Proforce	655 Berry Street,Suite H Brea, CA 92821
Nebraska	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103
Nevada	Proforce	655 Berry Street,Suite H Brea, CA 92821
New Hampshire	TASER	17800 N 85th Street, Scottsdale AZ, 85255
New Jersey	TASER	17800 N 85th Street, Scottsdale AZ, 85255
New Mexico	Proforce	655 Berry Street,Suite H Brea, CA 92821
New York	TASER	17800 N 85th Street, Scottsdale AZ, 85255
North Carolina	Lawmens Safety	3315 Broad River Rd #120, Columbia, SC 29210
North Dakota	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103
Ohio	Vance's Shooter	3723 Cleveland Ave, Columbus, OH 43224
Oklahoma	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Oregon	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Pennsylvania	Witmer	104 Independence Way Coatesville, PA 19320
Rhode Island	TASER	17800 N 85th Street, Scottsdale AZ, 85255
South Carolina	Lawmens Safety	3315 Broad River Rd #120, Columbia, SC 29210
South Dakota	Ed Roehr Safety	2710 Locust St, St Louis, MO 63103
Tennessee	Gulf State	6000 E Shirley Ln Montgomery, AL 36117
Texas	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Utah	Proforce	655 Berry Street,Suite H Brea, CA 92821
Vermont	Officer Store	104 Independence Way Coatesville, PA 19320
Virginia	Southern Police	7609 Midlothian Turnpike, Richmond, VA 23235
Washington	Proforce	655 Berry Street,Suite H Brea, CA 92821
West Virginia	Town Police Supply	3985 Virginia Ave, Collinsville, VA 24078
Wisconsin	TASER	17800 N 85th Street, Scottsdale AZ, 85255
Wyoming	Proforce	655 Berry Street,Suite H Brea, CA 92821

4.1.2 Bids must include in detail how the Bidder will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as **Attachment #1**.

TASER will create a unique price book for use under this contract. Any agency wishing to purchase under our contract will reference our contract number, which will cause TASER to use the co-op price book. Any orders using the co-op price book will then be automatically monitored and reported on using our AX reporting system. Each quarter, We will export an excel spreadsheet of goods purchased using the co-op price book. Any purchase made using the co-op price book will also be flagged for the administrative fee

paid to CLT by TASER. TASER currently uses a similar system for other state contracts which require reporting and administrative fees.

4.1.3 The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:

4.1.3.1 Indicate if the Bidder will allow the City to utilize their organization's logo on the CCPA website;

The City may use TASER's approved logo on the CCPA website. The logo must be requested in writing from a TASER employee. The City may not use any logo found by any other means.

4.1.3.2 Address if the Bidder will advertise the CCPA logo and website on their organization's website; and

TASER will not advertise the CCPA logo on our main website.

4.1.3.3 Bids must include in detail how the Bidder plans to market the Contract(s) as a result of this ITB as **Attachment #1**.

Upon award, TASER will begin advertising the contract with our customers. TASER will instruct all of our sales representatives and our distributors to mention the CCPA contract with any deals that may benefit from a cooperative agreement. TASER has hundreds of law enforcement agency customers who may benefit from such an arrangement.

PRODUCT SPECIFICATIONS, SECTION 4.3

Bids must include or address the following information as Attachment 2:

4.3 Product Specifications: The primary objective for this contract is for each Bidder to provide the broadest possible selection of TASERS AND RELATED PRODUCTS available in their 2013 or most recent company catalog (hard copy or on-line).

4.3.1 Identify most current company catalog source (hard copy or on-line) as a verifiable source for Product list prices.
Law Enforcement may access our pricing and online store by signing up here: http://info.taser.com/directsignup2.html.
Customers can always call TASER directly at 1-800-978-2737 to request a current price list.

4.3.2 What is the total number of items currently offered to public agencies?
One hundred six (106).

4.3.3 Bid responses must include one (1) hard copy and one copy on CD in searchable .pdf or Excel format of the catalog identified in **Section 4.3.1** above.

TASER complies with this requirement.

4.3.4 The successful Bidder will be required to produce and distribute new catalogs (hard copy, , or access to on-line version of Products offerings to the CLT at the beginning of the contract and annually thereafter; and all registered Participating Public Agencies upon request at no additional cost to the CLT and Participating Public Agencies for the life of the contract. Please indicate compliance with this requirement.

TASER agrees to provide an online product catalog at the beginning of the contract and yearly thereafter until the end of the contract.

Attachment 3

DELIVERY PERSONNEL, SECTION 4.9

Bids must include or address the following information as Attachment 3:

4.9 **Delivery Personnel:** All delivery personnel of the successful Supplier may be subject to background checks at the discretion of the CLT/Participating Public Agency. Bids shall include company policies regarding selection of personnel who will be frequenting CLT/Participating Public Agency facilities as **Attachment #3**.

TASER does not foresee any reason to visit CLT or Participating Public Agencies without being invited. Any TASER employee who is invited to the CLT or to a Participating Public Agency will adhere to reasonable screening or background check the CLT/Participating Public Agency requires. As a condition of employment, TASER does a background check on all new employees. New employees are also required to pass a drug screen before employment.

Attachment 4

CUSTOMER SERVICE REPRESENTATIVE, SECTION 4.12

Bids must include or address the following information as Attachment 4:

Customer Service Representative: The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational ~~at all times~~during normal business hours. All communicational contact, either via phone, email, etc. must be addressed with a response within ~~two (2) business days~~a reasonable amount of time. The account executive must be available to attend meetings regarding **TASERS AND RELATED PRODUCTS** issues upon reasonable request. The account executive will be responsible for providing ~~immediate~~ timely response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the **TASERS AND RELATED PRODUCTS** items. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary. Bidders must identify the dedicated Account Executive in **Attachment 4.**

Andy Wrenn will be the City's Full-Time "Account Executive." Andy's contact information is below:

Andy Wrenn
Phone: 980-253-5262
Phone: 800-978-2000
AWrenn@taser.com
Charlotte, NC

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/31/2014

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: James River Insurance Company	12203
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570052820697 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			000604120 SIR applies per policy terms & conditions	12/15/2013	12/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 Excluded $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	☐ UMBRELLA LIAB ☐ OCCUR X EXCESS LIAB X CLAIMS-MADE ☐ DED ☐ RETENTION			000511742	12/15/2013	12/15/2014	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

Certificate No : 570052820697

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract 1400673 "CCPA Tasers and Related Products. City of Charlotte is listed as an additional insured.

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street
Charlotte NC 28202-2850 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

Aon Risk Insurance Services West, Inc.

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