



Amendment No. 9
to
Contract No. GS140000005
for
Taser and Taser Accessories
between
Axon Enterprise, Inc.
and the
City of Austin

- 1.0 The City hereby exercises and grants a five-percent (5.0%) price increase for Items listed below. The new prices are shown below. The price increase will become effective on January 23, 2019. The extension option will be January 23, 2019 through January 22, 2020. Zero options remain.

Item	Comm	Description	Unit	Old Price	New Price
1	68050	11003-Yellow X26P, CEW, Class III Laser	EA	\$979.66	\$1,028.64
2	68050	11004-4-year Extended Warranty	EA	\$311.06	\$326.61
3	68050	11010-eXtended Performance Power Magazine	EA	\$71.73	\$75.32
4	68050	11501-Holster, X26P, Right Hand, Blackhawk	EA	\$60.70	\$63.74
5	68050	11504-Holster, X26P, Left Hand, Blackhawk	EA	\$59.92	\$62.92
6	68050	22010-Performance Power Magazine (PPM)	EA	\$59.39	\$62.36
7	68050	22013-Kit, Dataport Download, USB	EA	\$188.00	\$197.40
8	68050	26500-X26 Dataport Download Kit	EA	\$188.00	\$193.21
9	68050	26701-X26 Power Magazine (XDPM)	EA	\$47.18	\$49.54
10	68050	44200-X26P Cartridge-21' Field Use	EA	\$26.44	\$27.76
11	68050	44205-X26P Cartridge-21' Non-Conductive Sim	EA	\$25.29	\$26.55
12	68050	44953-Holstor, X26, Left Hand, Blade-Tech	EA	\$38.72	\$40.66

- 2.0 The total contract amount is increased by \$394,219.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/23/2014 – 01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. 1: Addition of Products 11/24/2014	\$0.00	\$1,182,656.00
Amendment No. 2: Addition of Products 04/16/2015	\$0.00	\$1,182,656.00
Amendment No. 3: Price Increase (4.5%) 03/14/2016	\$0.00	\$1,182,656.00
Amendment No. 4: Administrative Increase 10/11/2016	\$57,999.99	\$1,240,655.99
Amendment No. 5: Option 1 - Extension 01/23/2017 – 01/22/2018 Price Increase of 5% 01/23/2017	\$394,219.00	\$1,634,874.99
Amendment No. 6: Name Change 05/04/2017	\$0.00	\$1,634,874.99

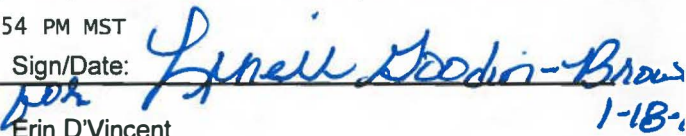
Amendment No. 7: Option 2 – Extension 01/23/2018 – 01/22/2019	\$394,219.00	\$2,029,093.99
Amendment No. 8: Price Increase of 5% 01/23/2018	\$0.00	\$2,029,093.99
Amendment No. 9: Option 3 – Extension and 5% Increase 01/23/2019 – 01/22/2020	\$394,219.00	\$2,423,312.99

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:
1/17/2019 | 7:54 PM MST
Sign/Date: 
55DAEBB131A4424
Printed Name: Robert Driscoll
Authorized Representative

Axon Enterprise, Inc.
17800 North 5th Street
Scottsdale, Arizona 85255-6311
(480) 502-6296

Sign/Date: 
Erin D'Vincent
Procurement Supervisor
City of Austin
Purchasing Office

1-18-



Amendment No. 8
to
Contract No. GS140000005
for
Taser and Taser Accessories
between
Axon Enterprise, Inc.
and the
City of Austin

- 1.0 The City hereby exercises Section 0400.7.1 and grants a five-percent (5.0%) price increase for Items 1-6 and 9-12. The City also grants a two-and-seventy-seven percent (2.77%) price increase for Items 7-8. The new prices are shown below in Table 2.0. The price increase will become effective on January 23, 2018.

Item	Comm	Description	Unit	Old Price	Multiplier	New Price
1	68050	11003-Yellow X26P, CEW, Class III Laser	EA	\$933.01	1.05	\$979.66
2	68050	11004-4-year Extended Warranty	EA	\$296.25	1.05	\$311.06
3	68050	11010-eXtended Performance Power Magazine	EA	\$68.31	1.05	\$71.73
4	68050	11501-Holster, X26P, Right Hand, Blackhawk	EA	\$57.81	1.05	\$60.70
5	68050	11504-Holster, X26P, Left Hand, Blackhawk	EA	\$57.07	1.05	\$59.92
6	68050	22010-Performance Power Magazine (PPM)	EA	\$56.56	1.05	\$59.39
7	68050	22013-Kit, Dataport Download, USB	EA	\$182.94	1.0277	\$188.00
8	68050	26500-X26 Dataport Download Kit	EA	\$182.94	1.0277	\$188.00
9	68050	26701-X26 Power Magazine (XDPM)	EA	\$44.93	1.05	\$47.18
10	68050	44200-X26P Cartridge-21' Field Use	EA	\$25.18	1.05	\$26.44
11	68050	44205-X26P Cartridge-21' Non-Conductive Sim	EA	\$24.09	1.05	\$25.29
12	68050	44953-Holster, X26, Left Hand, Blade-Tech	EA	\$36.88	1.05	\$38.72

- 2.0 The total contract amount remains the same. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/23/2014 – 01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. 1: Addition of Products 11/24/2014	\$0.00	\$1,182,656.00
Amendment No. 2: Addition of Products 04/16/2015	\$0.00	\$1,182,656.00
Amendment No. 3: Price Increase (4.5%) 03/14/2016	\$0.00	\$1,182,656.00
Amendment No. 4: Administrative Increase 10/11/2016	\$57,999.99	\$1,240,655.99
Amendment No. 5: Option 1 - Extension 01/23/2017 – 01/22/2018 Price Increase (5.0%) 01/23/2017	\$394,219.00 \$0.00 \$394,219.00	\$1,634,874.90
Amendment No. 6: Name Change 05/04/2017	\$0.00	\$1,634,874.90

Amendment No. 7: Option 2 – Extension 01/23/2018 – 01/22/2019	\$394,219.00	\$2,029,093.00
Amendment No. 8: Price Increase (5.0%) 01/23/2018	\$0.00	\$2,029,093.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Robert Driscoll 2/9/18

Sign/Date:

Linell Goodin-Brown
2-12-18

Printed Name: ROBERT DRISCOLL

Authorized Representative

Axon Enterprise, Inc.
17800 North 5th Street
Scottsdale, Arizona 85255-6311
(480) 502-6296

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

February 6, 2018

City of Austin, Purchasing Office
PO BOX 1088
Austin, TX 78767

VIA EMAIL

RE: Axon Enterprise, Inc. Contract No. GS140000005

In regard to the above-mentioned contract, Axon Enterprise, Inc. hereby requests a price adjustment to Axon's 2018 product pricing, attached hereto as Exhibit A.

This price increase is in line with regular inflation, but is also affected by component pricing, rises in the general costs of manufacturing, and standard transportation costs (which is now included in our pricing). Fortunately, investments in efficient equipment and improved technology have enabled us to deliver advancements in our TASER weapons and Axon products and services, both in the past and the present. Aligning our cost structure with Axon's goal of continually providing solution based technologies to Law Enforcement professionals will allow us to further our capabilities to make improvements and advancements in the products and services we offer in the future.

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

A handwritten signature in cursive script that reads 'Alissa McDowell'.

Alissa McDowell
Contracts Manager
amcdowell@axon.com
480.905.2038



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Exhibit A

Description	Current Price	2018 Price
11003 – Yellow X26P, CEW, Class III Laser	\$933.01	\$1022.00
11004 - 4 year Extended Warranty	\$296.25	\$318.00
11010 – eXtended Performance Power Magazine (XPPM)	\$68.31	\$73.00
11501 - Holster, X26P, Right Hand, Blackhawk	\$57.81	\$61.00
11504 - Holster, X26P, Left Hand, Blackhawk	\$57.07	\$61.00
22010 - PPM	\$56.56	\$62.00
22013 - Kit, Dataport Download, USB	\$182.94	\$188.00
26500 - X26 Dataport Download Kit	\$182.94	\$188.00
26701 - XDPM	\$44.93	\$48.00
44200 - 21' Field Use	\$25.18	\$28.00
44205 - Cartridge Simulation	\$24.09	\$27.00
44953 – Holster, X26, Left Hand, Blade-Tech	\$36.88	\$41.00



Amendment No. 7
to
Contract No. GS140000005
for
Taser and Taser Accessories
between
Axon Enterprise, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 23, 2018 through January 22, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$394,219.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/23/2014 – 01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. 1: Addition of Products 11/24/2014	\$0.00	\$1,182,656.00
Amendment No. 2: Addition of Products 04/16/2015	\$0.00	\$1,182,656.00
Amendment No. 3: Price Increase (4.5%) 03/14/2016	\$0.00	\$1,182,656.00
Amendment No. 4: Administrative Increase 10/11/2016	\$57,999.99	\$1,240,655.99
Amendment No. 5: Option 1 - Extension 01/23/2017 – 01/22/2018 Price Increase (5%) 01/23/2017	\$394,219.00 \$0.00 \$394,219.00	\$1,634,874.90
Amendment No. 6: Name Change 05/04/2017	\$0.00	\$1,634,874.90
Amendment No. 7: Option 2 – Extension 01/23/2018 – 01/22/2019	\$394,219.00	\$2,029,093.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Josh Isner 9/11/17

Printed Name: Josh Isner
Authorized Representative

Axon Enterprise, Inc.
17800 North 5th Street
Scottsdale, Arizona 85255-6311
(480) 502-6296

Sign/Date:

Linell Goodin-Brown 1-8-18

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



**Amendment No. 6
of
Contract No. GS140000005
for
Taser and Taser Accessories
between
TASER International, Inc.
and the
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to the Contractor as requested by the Contractor:

	From	To
Vendor Name	TASER International, Inc.	Axon Enterprise, Inc.
Vendor Code (for City use only)	TAS7137270	TAS7137270
Vendor Federal Tax ID (FEIN)	86-0741227	

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 6 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

5-4-17

Date



Amendment No. 5
to
Contract No. GS140000005
for
Taser and Taser Accessories
between
TASER International, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 23, 2017 through January 22, 2018. Two options remain.
- 2.0 The City hereby exercises Section 0400.7.1 and accepts the 5% (percent) increase as requested by TASER International, Inc. The increase was requested January 9, 2017 and included new price rates shown below in Table 2.0. Effective date of this change is January 23, 2017.

Item	Comm	Description	Unit	Old Price	Multiplier	New Price
1	68050	11003-Yellow X26P, CEW, Class III Laser	EA	\$888.58	1.05	\$933.01
2	68050	11004-4-year Extended Warranty	EA	\$282.14	1.05	\$296.25
3	68050	11010-eXtended Performance Power Magazine	EA	\$65.06	1.05	\$68.31
4	68050	11501-Holster, X26P, Right Hand, Blackhawk	EA	\$52.20	1.05	\$54.81
5	68050	11504-Holster, X26P, Left Hand, Blackhawk	EA	\$54.35	1.05	\$57.07
6	68050	22010-Performance Power Magazine (PPM)	EA	\$53.87	1.05	\$56.56
7	68050	22013-Kit, Dataport Download, USB	EA	\$174.23	1.05	\$182.94
8	68050	26500-X26 Dataport Download Kit	EA	\$174.23	1.05	\$182.94
9	68050	26701-X26 Power Magazine (XDPM)	EA	\$42.79	1.05	\$44.93
10	68050	44200-X26P Cartridge-21' Field Use	EA	\$23.98	1.05	\$25.18
11	68050	44205-X26P Cartridge-21' Non-Conductive Sim	EA	\$22.94	1.05	\$24.09
12	68050	44953-Holster, X26, Left Hand, Blade-Tech	EA	\$35.12	1.05	\$36.88

- 3.0 The total contract amount is increased by \$394,219.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/23/2014 – 01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. 1: Addition of Products 11/24/2014	\$0.00	\$1,182,656.00
Amendment No. 2: Addition of Products 04/16/2015	\$0.00	\$1,182,656.00
Amendment No. 3: Price Increase (4.5%) 03/14/2016	\$0.00	\$1,182,656.00
Amendment No. 4: Administrative Increase 10/11/2016	\$57,999.99	\$1,240,655.99
Amendment No. 5: Option 1 - Extension 01/23/2017 – 01/22/2018	\$394,219.00	
Price Increase (5%) 01/23/2017	\$0.00	
	\$394,219.00	\$1,634,874.99

- 4.0 MBE/WBE goals do not apply to this contract.

- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Josh Isner 1/11/17

Printed Name: Josh Isner
Authorized Representative

TASER International, Inc.
17800 North 5th Street
Scottsdale, Arizona 85255-6311
(480) 502-6296
cmorgan@taser.com

Sign/Date:

Linell Goodin-Brown
1-12-17

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. #4
to
Contract No. GS140000005
for
TASER Conducted Electrical Weapons, Accessories and Warranty for Austin Police Department
between
TASER International, Inc.
and the
City of Austin, Texas

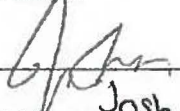
- 1.0 The City hereby amends the above referenced contract to increase available funding to purchase tasers in an amount not to exceed \$57,999.00 effective October 6, 2016.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 01/23/2014/- 01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. #1: Addition of Products	\$0	\$1,182,656.00
Amendment No. #2: Addition of Products	\$0	\$1,182,656.00
Amendment No. #3: Price Increase	\$0	\$1,182,656.00
Amendment No. #: Administrative Increase	\$57,999.99	\$1,240,655.99

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment No. 4 is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 10/11/16
Josh Isner

Printed Name: Josh Isner
Authorized Representative
TASER International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255-9603

Signature & Date:

 10/11/16
Irene Sanchez-Rocha, Senior Buyer
City of Austin Purchasing Office



Amendment No. 3
to
Contract No. GS140000005
for
Taser and Taser Accessories
Between
TASER International, Inc.
and the
City of Austin

- 1.0 The City hereby accepts a 4.5% price increase on the following items in the chart listed below.
- 2.0 Taser shall continue to offer the City the X26 trade-in credit as specified in Section 2.2 for minimum quantity orders of 100 units.

Part #	Description	Current Price	Increase	New Price
11003	Yellow X26P, CEW, class III Laser	\$848.40	4.50%	\$886.58
11004	4-year Extended Warranty	\$269.99	4.50%	\$282.14
11010	eXtended Performance Power Magazine (XPPM)	\$62.26	4.50%	\$65.06
11501	Holster, X26P, Right Hand, Blackhawk!	\$49.95	4.50%	\$52.20
11504	Holster, X26P, Left Hand, Blackhawk!	\$52.01	4.50%	\$54.35
22010	Performance Power Magazine (PPM)	\$51.55	4.50%	\$53.87
22013	Kit, Dataport Download, USB	\$166.73	4.50%	\$174.23
26500	X26 Dataport Download Kit	\$166.73	4.50%	\$174.23
26701	X26 Power Magazine (XDPM)	\$40.95	4.50%	\$42.79
44200	X26P Cartridge - 21' Field Use	\$22.95	4.50%	\$23.98
44205	X26P Cartridge - 21' Non-Conductive Sim	\$21.95	4.50%	\$22.94
44953	Holster, X26, Left Hand, Blade-Tech	\$35.12	4.50%	\$36.70


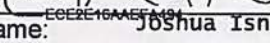
- 3.0 The total Contract authorization remains unchanged and is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/23/2014-01/22/2017	\$1,182,656.00	\$1,182,656.00
Amendment No. 1 – Addition of products	\$0	\$1,182,656.00
Amendment No. 2 – Addition of Products	\$0	\$1,182,656.00
Amendment No. 3 – Price Increase 3/14/16	\$0	\$1,182,656.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No. 3 is hereby incorporated into and made a part of the above-referenced contract.

Signature:  3-16-16
Erin D'Vincent, Senior Buyer Specialist Date
City of Austin
Purchasing Office

DocuSigned by:  3/16/2016
Signature: 
Printed Name: Joshua Isner Date
Authorized Representative
TASER International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255-9603



17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

January 19, 2016

City of Austin, Purchasing Office
PO Box 1088
Austin, TX 78767
Attn: Irene Sanchez

RE: TASER International, Inc. Contract Number GS140000005

Dear Ms. Sanchez:

In regard to the above-mentioned matter, TASER International, Inc. hereby requests a price adjustment to TASER's 2016 product pricing, "New Catalog List Price," attached hereto as Exhibit A.

This price increase is in line with regular inflation, but is also affected by component pricing and rises in the general costs of manufacturing. Thank you for your kind attention to this matter. If you should have any questions or concerns, please contact Alissa McDowell at 480-905-2038 or alissa@taser.com.

Warmest Regards,

Alison Davidson
Vice President, Sales and Support Operations



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2016 TASER X26P CEW Law Enforcement Pricing

Model	Product Description	Agency Price with Shipping
X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)		
11002	Black X26P CEW, class III LASER	\$942.63 ea
11003	Yellow X26P CEW, class III LASER	\$942.63 ea
X26P Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$57.08 ea
22012	Tactical Performance Power Magazine (TPPM)	\$57.08 ea
11010	eXtended Performance Power Magazine (XPPM)	\$66.51 ea
X26P Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$68.97 ea
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	\$71.06 ea
70116	Signal Performance Power Magazine (SPPM)	\$91.07 ea
Optional Accessories		
X26P Holsters		
11501	Holster, X26P, Right Hand, Blackhawk!	\$55.78 ea
11504	Holster, X26P, Left Hand, Blackhawk!	\$55.78 ea
Customer Care Extended Warranty		
11004	4-year Extended Warranty	\$287.68 ea
TASER Assurance Plan (TAP)		
85059	TAP CEW Annual Payment, X26P	\$197.22 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$555.55 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$583.36 ea
26762	TASER CAM HD USB download kit	\$16.13 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$159.86 ea
26764	TASER CAM HD Replacement Battery	\$55.47 ea
Dataport Download Kits		
22013	Kit, Dataport Download, USB	\$172.57 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$15.97 ea
Training Equipment		
80004	Target, Conductive, 2-Part, Top and Bottom	\$27.91 ea
44550	Sim Suit Model II	\$593.37 ea
X26P Cartridges		
34200	15' Field Use ¹	\$23.26 ea
44200	21' Field Use	\$25.40 ea
44203	25' XP Field Use	\$28.65 ea
44205	21' Non-Conductive Sim	\$24.72 ea
85000	Alligator Clip Cartridge	\$48.55 ea

¹ The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.




2016 TASER X26 Accessories Law Enforcement Pricing

Model	Product Description	Agency Price
X26 Power Magazines		
26700	Digital Power Magazine (DPM)	\$38.54 ea
26701	eXtended Digital Power Magazine (XDPM)	\$43.94 ea
X26 Holsters		
44952	Holster, X26, Right Hand, Blade-Tech	\$37.71 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$37.71 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$37.71 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$37.71 ea
Dataport Download Kit		
26500	X26 Dataport Download Kit	\$172.57 ea

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-991-0791.

BLACKHAWK is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc.

TASER CAM, X26P, X26P and Design, X26, XP, TASER, 'Protect Life,' and  are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.TASER.com/legal. All rights reserved. © 2016 TASER International, Inc.



Amendment No. 2
to
Contract No. GS140000005
for
TASER Conducted Electrical Weapons, Accessories and Warranty for Austin Police Department
Between
TASER International, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 Section 2.2 is hereby amended to add the following:

Part Number	Product	Quantity	Sales Price	Total Price
26500	X26 Dataport	1.0	\$166.73	\$166.73
22013	Kit, Dataport Download, USB, X2/X26P	1.0	\$166.73	\$166.73

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 01/23/2014-01/22/2017		\$1,182,656.00
Amendment No. 1 – Addition of products	\$0	\$1,182,656.00
Amendment No. 2 – Addition of Products	\$0	\$1,182,656.00

3.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: [Signature]
Senior Purchasing Specialist
City of Austin
Purchasing Office

4/16/15
Date

Signature: [Signature]
Printed Name: Douglas R. Kent
Authorized Representative
TASER International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255-9603

4/16/2015
Date



Prepared By Shawn Spencer
Company Name TASER International
Company Address 17800 N. 85th Street
Scottsdale, AZ 85255-9603
US
Phone (480) 326-5378
E-mail shawn@taser.com

Created Date 3/31/2015
Fax (480) 905-2021
Expiration Date 4/30/2015
Quote Number 00038931

Customer Information

Account Name Austin Police Dept. - TX
Contact Name Enjole Armstrong
AX Account Number 132851
Email enjole.armstrong@austintexas.gov
Phone (512) 974-5082

Shipping and Billing Information

Bill To Name Austin Police Dept. - TX
Bill To FINANCIAL MANAGEMENT
P.O. BOX 1629
AUSTIN, TX 78767
US
Ship To Name Austin Police Dept. - TX
Ship To 715 E. 8TH ST.
Austin, TX 78701
US

Part Number	Product	Quantity	Sales Price	Total Price
26500	X26 Dataport Kit	1.00	USD 166.73	USD 166.73
		Subtotal	USD 166.73	
		Total Price	USD 166.73	
		Shipping and Handling	USD 0.00	
		Grand Total	USD 166.73	

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:



Prepared By	Shawn Spencer	Created Date	3/31/2015
Company Name	TASER International	Fax	(480) 905-2021
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	4/30/2015
Phone	(480) 326-5378	Quote Number	00038932
E-mail	shawn@taser.com		

Customer Information

Account Name	Austin Police Dept. - TX	Email	enjole.armstrong@austintexas.gov
Contact Name	Enjole Armstrong	Phone	(512) 974-5082
AX Account Number	132851		

Shipping and Billing Information

Bill To Name	Austin Police Dept. - TX	Ship To Name	Austin Police Dept. - TX
Bill To	FINANCIAL MANAGEMENT P.O. BOX 1629 AUSTIN, TX 78767 US	Ship To	715 E. 8TH ST. Austin, TX 78701 US

Part Number	Product	Quantity	Sales Price	Total Price
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 166.73	USD 166.73

Subtotal	USD 166.73
Total Price	USD 166.73
Shipping and Handling	USD 0.00
Grand Total	USD 166.73

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:



Amendment No. 1
to
Contract No. GS140000005
for
TASER Conducted Electrical Weapons, Accessories and Warranty for Austin Police Department
Between
TASER International, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 Section 2.2 is hereby amended to add the following:

Part Number	Product	Quantity	Sales Price	Total Price
11504	Holster, Blackhawk, Left, X26P	1.0	\$52.01	\$52.01
44953	Holster, BladeTech (Left)	1.0	\$35.12	\$35.12
26701	XDPM Battery Pk, Assembled	1.0	\$40.95	\$40.95
11010	XPPM, Battery Pack, X26P	1.0	\$62.26	\$62.26

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 01/23/2014-01/22/2017		\$1,182,656.00
Amendment No. 1 – Addition of products	\$0	\$1,182,656.00

3.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: *[Signature]*
Erin Vincent
City of Austin
 Purchasing Office

11/24/14
 Date

DocuSigned by:
Jeff Kukowski
 Signature: *Jeff Kukowski*
 Printed Name: Jeff Kukowski
 Authorized Representative
 TASER International, Inc.
 17800 N. 85th Street
 Scottsdale, AZ 85255-9603
 11/22/2014
 Date



Prepared By	Shawn Spencer	Created Date	10/30/2014
Company Name	TASER International	Fax	(480) 905-2021
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	12/31/2014
Phone	(480) 326-5378	Quote Number	00032010
E-mail	shawn@taser.com		

Customer Information

Account Name	Austin Police Dept. - TX	Email	enjole.armstrong@austintexas.gov
Contact Name	Enjole Armstrong	Phone	(512) 974-5082
AX Account Number	132851		

Shipping and Billing Information

Bill To Name	Austin Police Dept. - TX	Ship To Name	Austin Police Dept. - TX
Bill To	FINANCIAL MANAGEMENT P.O. BOX 1629 AUSTIN, TX 78767 US	Ship To	715 E. 8TH ST. Austin, TX 78701 US

Part Number	Product	Quantity	Sales Price	Total Price
11504	HOLSTER, BLACKHAWK, LEFT, X26P	1.00	USD 52.01	USD 52.01
44953	Holster, BladeTech (Left)	1.00	USD 35.12	USD 35.12
26701	XDPM BATTERY PK ASSEMBLED	1.00	USD 40.95	USD 40.95
11010	XPPM, BATTERY PACK, X26P	1.00	USD 62.26	USD 62.26

Subtotal	USD 190.34
Total Price	USD 190.34
Shipping and Handling	USD 12.96
Grand Total	USD 203.30

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's

Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:



**Financial and Administrative Service Department
Purchasing Office**
721 Barton Springs Road, Austin, Texas, 78704

January 27, 2014

Taser International, Inc.
Attn: Mandy Duffy
17800 N. 85th St.
Scottsdale, AZ 85255-9603

Dear Mandy:

The Austin City Council approved the execution of a contract with your company for Tasers and accessories.

Responsible Department:	Austin Energy
Department Contact Person:	Irene Sanchez
Department Contact Email Address:	Irene.Sanchez@austintexas.gov
Department Contact Telephone:	512-974-5960
Project Name:	n/a
Contractor Name:	Taser International, Inc.
Contract Number:	GS140000005
Contract Period:	1/23/2014 - 1/22/2017
Dollar Amount	\$1,182,656.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 8700 13101400024
Solicitation Number:	n/a
Agenda Item Number:	37
Council Approval Date:	11/21/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Irene Sanchez, Contract Manager at 512-974-5960.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Finance and Administrative Service Department

cc: I. Sanchez, APD
M. Carney, APD
M. McClure, FASD

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND**

TASER International, Inc.

For

TASER Conducted Electrical Weapons, Accessories and Warranty for Austin Police Department

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and TASER International, Inc. ("Contractor"), having offices at 17800 N. 85th Street, Scottsdale, AZ 85255-9603.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Mandy Duffy, Phone: (800) 978-2737. The City's Contract Manager for the engagement shall be Irene Sanchez, (512) 974-5960. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Contractor shall ship as requested by the City:

Part Number	Product	Quantity	Sales Price	Total Price
44200	Cartridge – 21"	600	\$22.95	\$13,700.00
44205	Cartridge – Simulation	400	\$21.95	\$8,780.00
11003	Handle, Yellow, Class III, X26P	250	\$848.40	\$212,100.00
11501	Holster, Blackhawk, Right, X26P	250	\$49.95	\$12,487.50
22010	PPM, Battery Pack, Standard, X2/X26P	300	\$51.55	\$15,465.00
11004	Warranty, 4 year, X26P	250	\$269.99	\$67,497.50
2700	X26 Trade – In Credit	200	<\$100.00>	<\$20,000.00>
Total Cost				\$310,100.00

2.3 **Trade-In Equipment:** Trade-in credit will be granted in conjunction with the purchase of the new units as specified in Section 2.2 herein. Contractor will deliver the units listed in Section 2.2 within thirty (30) days of Contract execution and

TASER International, Inc.

receipt of a valid Purchase Order. City will return trade-in units directly to Contractor for issuance of credit. Contractor requires the return of trade in equipment within thirty (30) days of City's receipt of new units. City will be responsible for all shipping and freight costs associated with return of trade-in units.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** In consideration for the goods to be provided under this Contract, the Contract shall be paid a not-to-exceed amount of \$1,182,656 for a term of thirty six (36) months, and an amount not-to-exceed \$394,219 for each of three twelve (12) month extension options for a total not-to-exceed amount of \$2,365,313 for all fees and expenses.

3.2 Invoices

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Irene Sanchez
Address:	P.O. Box 1088
City, State, Zip Code	Austin, Texas 78767

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 Payment

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.3 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.4 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor, unopened, and in their original packaging, at the City's expense. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date signed by the City and shall remain effective for thirty-six (36) months and may be extended thereafter for up to three additional twelve (12) month periods subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirement applies.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The Contractor's insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.8 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.9 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests, subject to negotiation between City and Contractor, for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable requests for adjustments to insurance coverage, limits, and exclusions, subject to negotiation between the City and Contractor, and when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.13 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 Coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 Delivery Terms and Transportation Charges. Deliverables shall be shipped F.O.B. Destination. The Contractor's invoice shall be inclusive of all delivery and transportation charges. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

5.3 Contractor To Package Deliverables: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.4 **Shipment Under Reservation Prohibited**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables

5.5 **Title & Risk of Loss**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.6 **Right Of Inspection And Rejection**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection. All Deliverables will be deemed accepted thirty (30) days after delivery to the City.

5.7 **No Replacement Of Defective Tender**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.8 **Equal Opportunity**

5.8.1 **Equal Employment Opportunity**: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit A. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 **Americans With Disabilities Act (ADA) Compliance**: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.9 **Acceptance of Incomplete or Non-Conforming Deliverables**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor. The diminished value may not exceed the retail price per unit.

5.10 **Delays**:

5.10.1 The City may delay scheduled delivery for Deliverables not yet shipped or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.10.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

SECTION 6. WARRANTIES

6.1 Warranty - Price

6.1.1. The Contractor warrants the prices quoted are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2 Warranty-Title: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

6.3 Warranty-Deliverables. The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal and local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated, the Deliverables shall be new merchandize, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least ninety days from the date of acceptance of the Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon the submission and completion by the City of the Contractor's Return Materials Authorization program either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables or a comparable Deliverable, at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section as long as notice is provided during the warranty period.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

6.4 Warranty Against Infringement. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its

sole expense, defend, indemnify, and hold harmless the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in the Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel of the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverable will not impact such warranties by Contractor.

SECTION 7. MISCELLANEOUS

7.1 Economic Price Adjustment. Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract period. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment increase of no greater than 3% for years 2 and 3 of the Contract and 5% for any option terms may be requested by the Contractor subject to the following considerations.

7.1.1 Price Increases

7.1.1.1 Requests for price increases must be made in writing and submitted to the Contract Manager as stated in Section 1.4 of this Contract. The letter must be signed by a person with the authority to bind the Contractor contractually; shall reference the contract number, and include the following documentation:

7.1.1.1.1 an itemized, revised price list with the effective date of the proposed increase;

7.1.1.2 Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products provided. Prices for products unaffected by verifiable cost trends shall not be subject to change.

7.1.2 Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of Contract. Prices will only be considered for an increase at that time. Once received, the City will have thirty (30) days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the Contract.

7.1.3 Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract.

7.2 Compliance with Health, Safety, and Environmental Regulations: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.3 Significant Event: The Contractor shall notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations.

7.4 Right To Audit

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5 Stop Work Notice: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.6 Indemnity:

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.6.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7 Claims: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person

against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
TASER International, Inc.
ATTN: Mandy Duffy, Contract Manager
17800 N. 85th Street
Scottsdale, AZ 85255-9603

7.9 **Confidentiality:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 **No Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 **Gratuities:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.13 **Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.14 **Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 **Assignment-Delegation:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.16 **Waiver:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.17 **Modifications:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 **Interpretation:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.19 **Dispute Resolution**

7.19.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.19.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act

in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20 **Jurisdiction And Venue:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.21 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.22 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.23 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.24 **Incorporation of Documents.** **Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: www.austintexas.gov/purchase/standard.htm.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TASER INTERNATIONAL

By: [Signature]

Signature

Name: DANIEL M BEHRENST

Printed Name

Title: CEO

Date: 1/23/14

CITY OF AUSTIN -

By: [Signature]

Signature

Name: Danielle Lord

Printed Name

Title: Corp. Contract Compliance Manager

Date: 1/23/14

List of Exhibits

Exhibit A Non Discrimination Certification

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 23 day of January, 2014

CONTRACTOR

Authorized Signature

Title

March Rizem
[Signature]
Human Resources

Prepared By Mandy Duffy
Company Name TASER International
Company Address 17800 N. 85th Street
Scottsdale, AZ 85255-9603
US
Phone 800-978-2737
E-mail mduffy@taser.com

Created Date 10/7/2013
Fax 480-991-0791
Quote Number 00017110

Customer Information

Account Name AUSTIN POLICE DEPT. - Recruiting Office Email irene.sanchez@austintexas.gov
Contact Name Irene Sanchez Fax (512) 974-5960
AX Account Number 132851 Phone (512) 974-5078

Shipping and Billing Information

Bill To Name AUSTIN POLICE DEPT. - Recruiting Office Ship To Name AUSTIN POLICE DEPT. - Recruiting Office
Bill To P.O. BOX 689001 Ship To 1520 RUTHERFORD LANE
Austin, TX 78768 BUILDING 3
US AUSTIN, TX 78754
US

Part Number	Product	Quantity	Sales Price	Total Price
44200	Cartridge - 21'	600.00	USD 22.95	USD 13,770.00
44205	Cartridge - Simulation	400.00	USD 21.95	USD 8,780.00
11003	HANDLE, YELLOW, CLASS III, X26P	250.00	USD 848.40	USD 212,100.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	250.00	USD 49.95	USD 12,487.50
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	300.00	USD 51.55	USD 15,465.00
11004	WARRANTY, 4 YEAR, X26P	250.00	USD 269.99	USD 67,497.50
27000	X26 TRADE-IN	200.00	USD -100.00	USD -20,000.00

Subtotal USD 310,100.00
Total Price USD 310,100.00
Shipping and Handling USD 775.25
Grand Total USD 310,875.25

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's

Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:

Item #	Description	Unit	Price	Quantity	Total
1	TASER X26	EA	1,200.00	1	1,200.00
2	TASER X26	EA	1,200.00	1	1,200.00
3	TASER X26	EA	1,200.00	1	1,200.00
4	TASER X26	EA	1,200.00	1	1,200.00
5	TASER X26	EA	1,200.00	1	1,200.00
6	TASER X26	EA	1,200.00	1	1,200.00
7	TASER X26	EA	1,200.00	1	1,200.00
8	TASER X26	EA	1,200.00	1	1,200.00
9	TASER X26	EA	1,200.00	1	1,200.00
10	TASER X26	EA	1,200.00	1	1,200.00

Notes:

1. All items are new and in stock.

2. All items are subject to availability.

3. All items are subject to change without notice.

4. All items are subject to change without notice.

5. All items are subject to change without notice.

6. All items are subject to change without notice.

7. All items are subject to change without notice.

8. All items are subject to change without notice.

9. All items are subject to change without notice.

10. All items are subject to change without notice.



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 10/09/2013

DEPT: Police Department

TO: Purchasing Officer or Designee

FROM: Irene Sanchez

BUYER: Terry Nicholson

PHONE: (512) 974-5078

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
 - ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)
3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.
- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
 - **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
 - **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
 - **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
 - **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
 - **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This sole source purchase request is to establish an annual contract for the purchase of Taser X-26P, PPM Batteries, Holsters, 21' Taser X-26P field use cartridges and simulation cartridges. Austin Police Department has been trained in the use of X-26 tasers and X26P in as upgrade of the same. The sole manufacturer and territory distributor of these products is Taser International.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex (valuation of other firms, knowledge of market, etc)).
6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Taser International which will cost approximately \$ 310,875.25 (Provide estimate and/or breakdown of cost).

Recommended
Certification

[Signature] 10/8/13
Originator Date

Approved
Certification

[Signature] 10/8/13
Department Director or designee Date

[Signature] 10/11/13
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Signature] 10/30/13 CDH
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

[Signature] 11/34/13
Purchasing Officer or designee Date

02/26/2013



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

May 2, 2013

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER brand products:

- **Electronic control devices (CEWs):**
 1. TASER X2™ Models: 22002, and 22003.
 2. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
 3. TASER X3W™ Models: 33228, and 33229.
 4. TASER X26P™ Models: 11002 and 11003
- **Optional Extended Warranties for ECDs:**
 1. X2 CEW - 4-year extended warranty, item number 22014.
 2. X26 CEW - 1-year extended warranty, item number 26730.
 3. X26 CEW - 4-year extended warranty, item number 26744.
 4. X26P CEW - 4-year extended warranty, item number 11004.
 5. X3W CEW - 1-year extended warranty, item number 33503
 6. X3W CEW - 2-year extended warranty, item number 33502
- **TASER CEW cartridges compatible with the X26, X26P, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):**
 1. 15-foot Model 34200.
 2. 21-foot Model 44200.
 3. 21-foot non-conductive Model 44205.
 4. 25-foot Model 44203.
 5. 35-foot Model 44208.
- **TASER Smart cartridges compatible with the X2 and X3W ECDs (required for these ECDs to function in the probe deployment mode):**
 1. 15-foot Model 22150.
 2. 25-foot Model 22151.
 3. 35-foot Model 22152.
 4. Inert Simulator 25-foot Model 22155.
 5. 25-foot non-conductive Model 22157.
- **TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio).**
 1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.
- **TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.**
 1. TASER CAM HD replacement battery, Model 26764.
 2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- **Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.**
- **Power Modules for X2 and X26P CEW: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.**

CITY OF AUSTIN



MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES

Project Name: Taser Spares and Consumables

Contract Number:

Date:

JUNE 2009

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

- ☒ **SOLE/SINGLE SOURCE**
☐ **PROFESSIONAL SERVICES**

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No x

Yes If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

TASER International Inc.

Company Name

Mandy Duffy, Sales Ops Manager

Name and Title of Authorized Representative (Print or Type)



Signature

10/31/2013

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

 APPROVAL IS HEREBY GRANTED.

 APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor Date

UTILIZATION PLAN

(Please duplicate as needed)

PROJECT NAME: _____


PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	TASER International Inc.		
Address	17800 N 85 th Street		
City, State Zip	Scottsdale, AZ, 85255		
Phone	800-978-2737	Fax Number	480-991-0791
Name of Contact Person	Shawn Spencer		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Name and Title of Authorized Representative (Print or Type)

Mandy Duffy, Sales Operations Manager



Signature

10/31/2013

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant	none		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant	none		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Please submit this completed form to:

Purchasing Office
Attn: (Insert Buyer Name)
124 E. 8th St., STE 308
Austin, Texas 78701
Phone: (512) 974-2500
Fax: (512) 974-2388

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

____ APPROVAL IS HEREBY GRANTED.

____ APPROVAL IS HEREBY DENIED.

Reviewing Counselor _____ Date _____

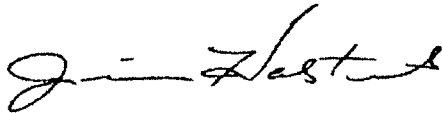
- Power Module for the X26P CEW: eXtended Performance Power Magazine (XPPM) Model 11010
- Power Module for X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203
- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- SIM SUIT MODEL II, Item Number 44550

Smart™, TASER CAM™, X2™, X3W™, and X26™ & X26P™ are trademarks of TASER International, Inc., and TASER® and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

SOLE AUTHORIZED TASER DISTRIBUTOR FOR TEXAS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
<p>TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p>TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact us at 1-800-978-2737 with any questions.

Sincerely,



Jim Halsted
Vice President, LE Sales
TASER International, Inc.