



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 9/3/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Axon Enterprise, Inc. (Headquarters: Scottsdale, AZ)

**\*Project Title/Description:**

TASER® Conducted Electrical Weapons and Accessories

**\*Purpose:**

Award: Master Agreement No. MA-PO-20-01. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$294,000.00 (including sales tax) and includes four (4) one year renewal options.

Administering Department: Sheriff

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 19-281 is recommended to Axon Enterprise, Inc., with which County has negotiated a satisfactory Agreement.

PRCUID: 343220

Attachment: Master Agreement.

**\*Program Goals/Predicted Outcomes:**

This contract provides a source for Conducted Electrical Weapons for use by County law enforcement agencies.

**\*Public Benefit:**

Tasers provide a non-lethal method for law enforcement officers to protect the public against criminal activity.

**\*Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

**\*Retroactive:**

No

TD:COB 9/5/19  
Vers: 1  
Pg 20

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-01  
Effective Date: 9/8/2019 Termination Date: 9/7/2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 294,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

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

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Michael Warren CPPB, Procurement Officer [Signature] Division Manager [Signature] 8/1/19

Department: Procurement [Signature] 8/2/19 Telephone: 724-3730

Department Director Signature/Date: \_\_\_\_\_ [Signature] 8/2/19

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: [Signature] 8/5/19  
(Required for Board Agenda/Addendum Items)



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 20000000000000000001

MA Version: 1

Page: 1 of 2

Description: TASER? Conducted Electrical Weapons and Accessories

I	Pima County Procurement Department
S	130 W. Congress St. 3rd Fl
S	Tucson AZ 85701
U	Issued By: MICHAEL WARREN
E	Phone: 5207243730
R	Email: michael.warren@pima.gov

T	Initiation Date: 09-08-2019
E	Expiration Date: 09-07-2020
R	
M	
S	

NTE Amount:	\$294,000.00
Used Amount:	\$0.00

V	Axon Enterprise Inc	Contact:	Jennifer Bliven
E	17800 N 85TH ST	Phone:	800-978-2737
N		Email:	jennifer@taser.com
D	SCOTTSDALE AZ 85255	Terms:	0.00 %
O		Days:	30
R			

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid

**Modification Reason**

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$294,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

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



# MASTER AGREEMENT DETAILS

Master Agreement No: 20000000000000000001

MA Version: 1

Page: 2 of 2

Line	Description					
1	X2 CEW, Black, Model 22002					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,220.00			
2	X2 CEW, Yellow, Model 22003					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,220.00			
3	X2 Automatic Shut-Down Power Magazine (APPM) Model No. 22011					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$78.00			
4	X2 Holster, LH Blackhawk					
	Model No. 22504					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$78.00			
5	X2 Holster, RH Blackhawk					
	Model No. 22501					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$78.00			
6	X2 25' Live Smart Cartridge					
	Model No. 22151					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.00			
7	X2 25' Trng Smart Cartridge(Blue Blast Dr/Noncon) Mod# 22157					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.00			
8	X2 Dataport Download Kit, USB					
	Model No. 22013					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200.00			
9	Target, Conductive 2-part Top & Bottom, Model No. 80004					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$33.00			
10	Simulation Suit, Model II					
	Model No. 44550					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$675.00			
11	4-year Extended Warranty					
	Model No. 22014					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$378.00			

**OFFER AGREEMENT Amendment 1****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with TASER® Conducted Electrical Weapons (CEW) and Accessories on an "as required basis" by issue of Delivery Order ("DO"). Purchases under this agreement are restricted to Pima County Sheriff's Department and County Attorney's Office.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

**PRODUCT** - Contractor will provide TASER® brand Conducted Electrical Weapons and Accessories including the items listed on page 3, Section 7. **UNIT PRICES** of this agreement. County reserves the right to add other TASER® products and/or accessories to this agreement at any time. All products quoted and added to the MA subsequent to award of contract are subject to its terms and conditions. Contractor will notify County immediately upon the manufacturer's declaration of discontinued, obsolete or recalled components.

**WARRANTY** – The modified terms in ATTACHMENT A - WARRANTY apply to products purchased under this agreement.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept an offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor should establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

Solicitation No. 343220-NS/SS

Title: TASER® Conducted Electrical Weapons and Accessories

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Delivery Order (DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**7. COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed (NTE) amount of the contract. Payment terms are Net-30 days from the invoice date. Invoices must reflect the Delivery Order (DO) number. Invoices are to be sent to:

For Sheriff's Department Orders:

Pima County Sheriff's Department – Finance Unit  
1750 E. Benson Highway, Tucson AZ, 85714

For County Attorney's Office Orders:

Pima County Finance and Risk Mgmt – Accounts Payable  
P.O. Box 791, Tucson AZ, 85701

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	EST ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	X2 CEW, Black Model No. 22002	102	EA	\$ 1,220.00	\$ 124,440.00
2	X2 CEW, Yellow Model No. 22003	20	EA	\$ 1,220.00	\$ 24,400.00
3	X2 Automatic Shut-Down Power Magazine (APPM) Model No. 22011	280	EA	\$ 78.00	\$ 21,840.00
4	X2 Holster, LH Blackhawk Model No. 22504	10	EA	\$ 78.00	\$ 780.00
5	X2 Holster, RH Blackhawk Model No. 22501	17	EA	\$ 78.00	\$ 1,326.00
6	X2 25' Live Smart Cartridge Model No. 22151	850	EA	\$ 38.00	\$ 32,300.00
7	X2 25' Training Smart Cartridge (Blue Blast Door/Non-conductive) Model No. 22157	600	EA	\$ 37.00	\$ 22,200.00
8	X2 Dataport Download Kit, USB Model No. 22013	188	EA	\$ 200.00	\$ 37,600.00
9	Target, Conductive 2-part Top & Bottom Model No. 80004	8	EA	\$ 33.00	\$ 264.00
10	Simulation Suit, Model II Model No. 44550	2	EA	\$ 675.00	\$ 1,350.00
11	4-year Extended Warranty Model No. 22014	15	EA	\$ 378.00	\$ 5,670.00
FREIGHT: FOB Destination-Unloaded; Freight Prepaid Not Billed. SALES TAX: Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID AMOUNT	\$ 272,170.00 *

All pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price on the items listed above or subsequently quoted and added to the MA must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

\*Please see attached quote for calculated tax information.

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**Prices.** Contractor guarantees prices to be equal to or less than the lowest prices offered to the State of Delaware under Conducted Electrical Weapons (CEW), Contract No. GSS17808-TASERS (See Attachment B). Contractor agrees to give County the benefit of any price discount before actual time of shipment. County must publicly disclose all pricing per Section 28 of this agreement.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the contract renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount. (Enter N/A or "0" if no discount is offered)

**Standard Early Payment Discount Percent:** 0 % if payment tendered within N/A Days as above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document.

All Invoice documents will reference the County's DO number under which the services or products were ordered. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. Contractor agrees to not accept orders, or provide services or products that cumulatively exceed the contract amount.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### **8. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will ship orders FOB Destination/Freight Prepaid to the following locations:

For Sheriff's Department Orders:

Pima County Sheriff's Department  
Material Management Section  
1505 E. Apache Park Place, Tucson AZ, 85714

For County Attorney's Office Orders:

Pima County Attorney's Office  
32 N. Stone Ave, 19<sup>th</sup> Floor, Tucson AZ, 85701

Contractor guarantees delivery of product within ninety (90) calendar days after receipt of order.

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**9. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 343220 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than ~~three (3)~~ two (2) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.



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**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND:** Not required.

**13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):** N/A

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:** N/A

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

Solicitation No. 343220-NS/SS

Title: TASER® Conducted Electrical Weapons and Accessories

**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Axon Enterprise, Inc.

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 17800 N. 85<sup>th</sup> St.CITY/STATE/ZIP: Scottsdale, AZ 85255

REMIT TO ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Alissa McDowellPHONE: 800-978-2737FAX: 480-991-0791CONTACT PERSON EMAIL ADDRESS: Contracts@axon.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: Contracts@axon.comCORPORATE HEADQUARTERS ADDRESS: 17800 N. 85<sup>th</sup> St., Scottsdale, AZ 85255WEBSITE: www.axon.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: [Signature]DATE: 7/29/2019 | 3:38 PM MST

Robert Driscoll

VP, Assoc. General Counsel

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 480-502-6257 bobay@axon.com

Approved as to form:

[Signature]  
Stacey Roseberry, Deputy County Attorney8/1/19  
Date

Solicitation No. 343220-NS/SS

Title: TASER® Conducted Electrical Weapons and Accessories

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects. See ATTACHMENT A – WARRANTY.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

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**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

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**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

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**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

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Title: TASER® Conducted Electrical Weapons and Accessories

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



**ATTACHMENT A - WARRANTY****Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (United States) (Effective December 5, 2018)**

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

**Manufacturer's Limited Warranty<sup>2</sup>**

Axon warrants that its Law Enforcement Hardware Products<sup>3</sup> are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.<sup>4</sup> Axon-Manufactured Accessories<sup>5</sup> are covered under a limited 90-DAY warranty from the date of receipt. Axon warrants that its Axon Signal Sidearm is free from defects in workmanship and materials for a period of 30-MONTHS from the date of receipt. Non-Axon manufactured accessories are covered under the applicable manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

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

**Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com Dock, Axon Dock, TASER CAM HD, X2, X26, X26P, and TASER 7**

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.<sup>6,7</sup> For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

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

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

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited

<sup>1</sup> The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

<sup>2</sup> A product's estimated useful life or expiration date may not be the product's warranty expiration date.

<sup>3</sup> Axon Law Enforcement Hardware Products include TASER X2, X26, X26P, and TASER 7 CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, TASER 7 Dock and core, TASER 7 battery, Axon Flex camera (including the universal magnetic clip),

Axon Flex 2 camera, Axon Body 2 camera, Axon Fleet camera, Axon Fleet 2 camera, Evidence.com Docks, and Axon Docks.

<sup>4</sup> Broken blast doors are not covered under Axon's limited warranty.

<sup>5</sup> Axon-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

<sup>6</sup> The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2

controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

<sup>7</sup> Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.

**ATTACHMENT A - WARRANTY**

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for  
Law Enforcement CEW Products and On-Officer Cameras (United States)  
(Effective December 5, 2018)**

by the other provisions contained in this warranty document.

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

**Release**

- DELETED

**Purchaser Responsibilities and Product Registration**

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

To register your Axon product, please go to [www.axon.com/register](http://www.axon.com/register). Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

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

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

*recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

**General**

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

▲, ▲ AXON, Axon, Axon Body 2, Axon Evidence, Axon Flex, Axon Flex 2, Axon Dock, Axon Fleet, Axon Fleet 2, Axon Signal Sidearm, Evidence.com Evidence Sync, Shockwave, Smart Cartridge, TASER CAM, X2, X26, X26P, X-Rail, Protect Life, Protect Truth, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.

**ATTACHMENT B**  
**GSS17808-TASERS**  
**Conducted Electrical Weapons (CEW)**  
**Pricing Spreadsheet - Addendum #2**  
**Effective March 14, 2019**

2018 TASER X26P CEW Low Enforcement Pricing		2019 Pricing
<b>X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)</b>		
11000 HANDLE, BLACK, CLASS II, X26P		1,065.00
11001 HANDLE, YELLOW, CLASS II, X26P		1,065.00
11002 HANDLE, BLACK, CLASS III, X26P		1,065.00
11003 HANDLE, YELLOW, CLASS III, X26P		1,065.00
11009 HANDLE, GREEN, CLASS III, X26P		1,065.00
11021 X26P BLACK, CLASS III LASER, KOREA		1,065.00
11023 HANDLE, BLUE, DEMO/LASER POINTER, X26P		145.00
11026 HANDLE, BLUE, SIMULATOR, X26P		670.00
<b>X26P Holsters</b>		
11500 HOLSTER, BLADE TECH, RIGHT, X26P		64.00
11501 HOLSTER, BLACKHAWK, RIGHT, X26P		64.00
11503 HOLSTER, BLADE TECH, LEFT, X26P		64.00
11504 HOLSTER, BLACKHAWK, LEFT, X26P		64.00
<b>Customer Care Extended Warranty</b>		
11004 WARRANTY, 4 YEAR, X26P		331.00
11008 WARRANTY, 2 YEAR, X26P		153.00
11017 WARRANTY, 1 YEAR EXTENDED, X26P		119.00
<b>Taser Assurance Plan (TAP)</b>		
85084 TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P		1,088.00
85059 TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P		218.00
<b>TASER 60</b>		
85181 TASER 60 YEAR 1 PAYMENT: X26P BASIC		291.00
85182 TASER 60 YEAR 2 PAYMENT: X26P BASIC		291.00
85183 TASER 60 YEAR 3 PAYMENT: X26P BASIC		291.00
85184 TASER 60 YEAR 4 PAYMENT: X26P BASIC		291.00
85185 TASER 60 YEAR 5 PAYMENT: X26P BASIC		291.00
<b>TASER 60 Unlimited</b>		
85705 TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED		445.00
85706 TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED		445.00
85707 TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED		445.00
85708 TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED		445.00
85709 TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED		445.00
<b>Professional Services</b>		
85147 CEW STARTER		2,750.00
85149 CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE		4,350.00
85150 CEW ADD-ON SERVICES		2,080.00
85168 CEW FULL SERVICE WITH INSTRUCTOR TRAINING		17,000.00
85169 TWO-DAY PRODUCT SPECIFIC INSTRUCTOR COURSE		8,424.00
<b>X26P Dataport Download Kits</b>		
22013 KIT, DATAPORT DOWNLOAD, USB, X2/X26P		200.00
<b>Training Equipment</b>		
44415 APPAREL, SIM SUIT, HELMET, BLACK		110.00
44416 APPAREL, SIM SUIT, GLOVES, SET, BLACK		62.00
44550 SUIT, SIM, MODEL II		675.00
80002 TARGET, PAPER, CONDUCTIVE INK, CIVILIAN		10.00
80004 TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM		33.00
<b>X26P Cartridges</b>		
34200 Cartridge - 15'		27.00
44200 Cartridge - 21'		29.00
44203 CARTRIDGE - 25' HYBRID		33.00
44205 Cartridge - Simulation		28.00
<b>X26P T&amp;E Kit</b>		
11007 T&E KIT, X26P	Variable	
<b>2018 TASER X26 Accessories Low Enforcement Pricing</b>		
<b>X26 Holsters</b>		
44952 Holster - Blade Tech w/Tek-Lok		43.00
44953 Holster, BladeTech (Left)		43.00
44972 HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B		43.00
44973 HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B		43.00
26802 2ACH-Dual Cartridge Holster		25.00
33212 BELTCLIP, UNIVERSAL, TEK-LOK		9.50
<b>Dataport Download Kit</b>		
26500 X26 Dataport Kit		196.00
<b>2018 TASER X2 CEW Low Enforcement Pricing</b>		
<b>X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)</b>		
22001 HANDLE, YELLOW, CLASS II, X2		1,220.00
22002 HANDLE, BLACK, CLASS III, X2		1,220.00
22003 HANDLE, YELLOW, CLASS III, X2		1,220.00
22023 HANDLE, BLUE, DEMO/LASER POINTER, X2		195.00
22026 HANDLE, BLUE, SIMULATOR, X2		815.00
<b>X2 Holsters</b>		
20006 HOLSTER, BLADE TECH, RIGHT, X2, LARGE TMMS INNER CONFIGURATI		65.00
20007 HOLSTER, BLADE TECH, LEFT, X2, LARGE TMMS INNER CONFIGURATIO		65.00
22000 HANDLE, BLACK, CLASS II, X2		1,220.00

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	22500 HOLSTER, BLADE TECH, RIGHT, X2	76.00
	22501 HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	78.00
	22503 HOLSTER, BLADE TECH, LEFT, X2	76.00
	22504 HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	78.00
<b>Customer Care Extended Warranty</b>		
	22014 WARRANTY, 4 YEAR, X2	378.00
	22016 WARRANTY, 1 YEAR EXTENDED, X2	244.00
	22021 WARRANTY, 2 YEAR, X2	297.00
<b>TASER Assurance Plan (TAP)</b>		
	85081 TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	1,205.00
	85049 TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2	241.00
<b>TASER 60</b>		
	85176 TASER 60 YEAR 1 PAYMENT: X2 BASIC	345.00
	85177 TASER 60 YEAR 2 PAYMENT: X2 BASIC	345.00
	85178 TASER 60 YEAR 3 PAYMENT: X2 BASIC	345.00
	85179 TASER 60 YEAR 4 PAYMENT: X2 BASIC	345.00
	85180 TASER 60 YEAR 5 PAYMENT: X2 BASIC	345.00
<b>TASER 60 Unlimited</b>		
	85700 TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	510.00
	85701 TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	510.00
	85702 TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	510.00
	85703 TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	510.00
	85704 TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	510.00
<b>Professional Services</b>		
	11609 SMART WEAPON TRANSITION SERVICE	2,000.00
	44726 NEW CERTIFICATION TASER INSTRUCTOR COURSE	338.00
	75010 MASTER INSTRUCTOR TRAINING	1,495.00
<b>X2 Cartridges</b>		
	22150 CARTRIDGE, PERFORMANCE, SMART, 15'	36.00
	22151 CARTRIDGE, PERFORMANCE, SMART, 25'	38.00
	22155 CARTRIDGE, PERFORMANCE, SMART, (NEXT SIM), 25'	50.00
	22157 CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	37.00
<b>X2 Dataport Download Kits</b>		
	22013 KIT, DATAPORT DOWNLOAD, USB, X2/X26P	280.00
<b>X2 T&amp;E Kit</b>		
	22004 T&E KIT, X2	Variable
<b>TASER CAM HD Recorders</b>		
	26762 KIT, USB DOWNLOAD, TASER CAM HD	18.00
	26763 WARRANTY, 4 YEAR, TASER CAM HD	150.00
	26764 REPLACEMENT BATTERY, KIT, TASER CAM HD	62.00
	26810 TASER CAM, TCHO	570.00
	26814 WARRANTY, 2 YEAR, TCHO	90.00
	26820 TASER CAM, AS, TCHO	600.00
	26827 POWER, SUPPLY, UNIV, CE, TCHO-X2	15.00
<b>TASER CAM HD Assurance Plan</b>		
	85082 TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD	766.00
<b>TASER 60</b>		
	85240 TASER 60 YEAR 1 PAYMENT: TASERCAM HD	160.00
	85241 TASER 60 YEAR 2 PAYMENT: TASERCAM HD	160.00
	85242 TASER 60 YEAR 3 PAYMENT: TASERCAM HD	160.00
	85243 TASER 60 YEAR 4 PAYMENT: TASERCAM HD	160.00
	85244 TASER 60 YEAR 5 PAYMENT: TASERCAM HD	160.00
<b>TASER Pulse</b>		
<b>2018 Other Accessories Pricing</b>		
<b>Power Magazines</b>		
	11010 XPPM, BATTERY PACK, X26P	76.00
	11015 XAPPM, BATTERY PACK, X26P	82.00
	22010 PPM, BATTERY PACK, STANDARD, X2/X26P	65.00
	22011 APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	78.00
	22012 TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	65.00
	26700 DPM Battery PK Assembled	44.00
	26701 XOPM BATTERY PK ASSEMBLED	50.00
<b>Cartridges</b>		
	34220 Air Cartridges - 2 Pack	47.00
	44019 KIT, BLAST DOOR STARTER KIT, CARTRIDGE, X26	174.00
	44023 KIT, BLAST DOOR, REPLENISHMENT KIT, CARTRIDGE, X26	16.00
	44966 CARTRIDGE HOLDER, X26	32.00
	98100 Cartridge, Simulator	12.50
<b>Laser Pointers</b>		
<b>Strikelight</b>		
<b>HOGUE HANDALL Grips</b>		
	22018 GRIP, CEW, HOGUE, PACKAGED	19.00
<b>Accessories</b>		
	80100 CUSTOMER CARE, LASER, ENGRAVING	10.00
	85000 Alligator Clip (Assembled)	55.00
	85002 Taser Cleaning Kit	75.00
<b>Officer Safety Plan</b>		

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85115 OFFICER SAFETY PLAN CEW TRUE UP PAYMENT		20.00
<b>Unlimited Cartridge ("UCP") Plan</b>		
<b>Internal Processing Lines-Not Independently Sold</b>		
<b>Product Code</b>	<b>Product</b>	<b>2019 Pricing</b>
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	-
20105	TASER 7 TRADE-IN OSP	-
20106	TASER 7 TRADE-IN TASER 60 BASIC	-
20107	TASER 7 TRADE-IN TASER 60 UNLIMITED	-
20109	TASER 7 TRADE-IN TASER 60 UNLIMITED TAP	-
20110	TASER 7 TRADE-IN TASER 60 TCAM BASIC TAP	-
20111	TASER 7 TRADE-IN TASER 60 TCAM UNLIMITED TAP	-
20112	TASER 7 TRADE-IN CREDIT REVERSAL	-
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	-
20141	TASER 7 EVIDENCE COM LICENSE	-
20142	TASER 7 BASIC PLAN	-
20143	TASER 7 BASIC PLUS HANDLE PLAN	-
20144	TASER 7 CERTIFICATION PLAN	-
20145	TASER 7 CERTIFICATION PLAN ADD-ON PLAN	-
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	-
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	-
20148	TASER 7 TRADE-IN CEW TAP	-
20150	TASER 7 TRADE-IN CARTRIDGE	-
20151	CEW TASER ASSURANCE PLAN REFUND	-
71027	SIGNAL SIDEARM, RH HOLSTER, 0804-R	-
71028	SIGNAL SIDEARM, LH HOLSTER, 0804-L	-
71029	SIGNAL SIDEARM, HARDWARE PACK A	-
71030	SIGNAL SIDEARM, HARDWARE PACK B	-
71031	SIGNAL SIDEARM, HARDWARE PACK C	-
71032	SIGNAL SIDEARM, HARDWARE PACK D	-
71033	SIGNAL SIDEARM, HARDWARE PACK E	-
71034	SIGNAL SIDEARM, HARDWARE PACK F	-
71035	SIGNAL SIDEARM, HARDWARE PACK G	-
71036	SIGNAL SIDEARM, HARDWARE PACK H	-
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	-
71051	TASER 60 TCAM BASIC TAP, X2	-
71052	TASER 60 TCAM UNLIMITED TAP, X2	-
71053	TASER 60 TCAM BASIC TAP, X26P	-
71054	TASER 60 TCAM UNLIMITED TAP, X26P	-
74075	TASER 60 BASIC TAP, X2	-
74076	TASER 60 UNLIMITED TAP, X2	-
74077	TASER 60 BASIC TAP, X26P	-
74078	TASER 60 UNLIMITED TAP, X26P	-
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	-
80089	TARGET, CONDUCTIVE HALT HYBRID, TASER 7	-
80137	TASER 60 X2 UNLIMITED	-
80138	TASER 60 X26P UNLIMITED	-
85047	TASER ASSURANCE PLAN CEW, X2	-
85051	TASER ASSURANCE PLAN TASERCAM HD	-
85058	TASER ASSURANCE PLAN CEW, X26P	-
85174	TASER 60 X26P	-
85175	TASER 60 X2	-
85250	TASER 60 TASERCAM HD	-
<b>Signal Sidearm</b>		
75000	SIGNAL SIDEARM ADHESIVE MOUNT	249.00
75003	SIGNAL SIDEARM, RH HOLSTER, 0794-R	249.00
75004	SIGNAL SIDEARM, LH HOLSTER, 0794-L	249.00
75007	SIGNAL SIDEARM, RH HOLSTER, 0803-R	249.00
75008	SIGNAL SIDEARM, LH HOLSTER, 0803-L	249.00
75014	SIGNAL SIDEARM, INSTALLATION SERVICE	2,500.00
<b>TASER 7</b>		
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	1,720.00
20010	TASER 7 HANDLE, STANDARD, CLASS III	1,720.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	38.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	38.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	38.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUANT	38.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	49.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	49.00
20018	TASER 7 BATTERY PACK, TACTICAL	86.00
20019	TASER 7 BATTERY PACK, COMPACT	86.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	300.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	18.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	300.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	750.00

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20059 TASER 7 CARTRIDGE CARRIER, SAFARILAND	22.50
20063 TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	67.50
20069 TASER 7 HOLSTER - SAFARILAND, LEFT HAND	67.50
20070 TASER 7 E.COM YEAR 1 PAYMENT	60.00
20071 TASER 7 E.COM YEAR 2 PAYMENT	60.00
20072 TASER 7 E.COM YEAR 3 PAYMENT	60.00
20073 TASER 7 E.COM YEAR 4 PAYMENT	60.00
20074 TASER 7 E.COM YEAR 5 PAYMENT	60.00
20075 TASER 7 E.COM 5 YEAR UPFRONT PAYMENT	300.00
20076 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 1 PAYMENT	117.00
20077 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 2 PAYMENT	117.00
20078 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 3 PAYMENT	117.00
20079 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 4 PAYMENT	117.00
20080 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 5 PAYMENT	117.00
20081 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR UPFRONT PAY	585.00
20082 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 1 PAYMENT	480.00
20083 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 2 PAYMENT	480.00
20084 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 3 PAYMENT	480.00
20085 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 4 PAYMENT	480.00
20086 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 5 PAYMENT	480.00
20087 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR UPFRONT PAYMENT	2,400.00
20088 TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	720.00
20089 TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	720.00
20090 TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	720.00
20091 TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	720.00
20092 TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	720.00
20093 TASER 7 CERTIFICATION PLAN UPFRONT PAYMENT	3,600.00
20094 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT	240.00
20095 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT	240.00
20096 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT	240.00
20097 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT	240.00
20098 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT	240.00
20099 TASER 7 CERTIFICATION PLAN ADD-ON UPFRONT PAYMENT	1,200.00
20113 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 1 PAYMENT	30.00
20114 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 2 PAYMENT	30.00
20115 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 3 PAYMENT	30.00
20116 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 4 PAYMENT	30.00
20117 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 5 PAYMENT	30.00
20118 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM UPFRONT PAYMENT	150.00
20119 TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1,495.00
20120 TASER 7 INSTRUCTOR COURSE VOUCHER	495.00
20121 TASER 7 ONLINE TRAINING CONTENT YEAR 1 PAYMENT	30.00
20122 TASER 7 ONLINE TRAINING CONTENT YEAR 2 PAYMENT	30.00
20123 TASER 7 ONLINE TRAINING CONTENT YEAR 3 PAYMENT	30.00
20124 TASER 7 ONLINE TRAINING CONTENT YEAR 4 PAYMENT	30.00
20125 TASER 7 ONLINE TRAINING CONTENT YEAR 5 PAYMENT	30.00
20126 TASER 7 ONLINE TRAINING CONTENT UPFRONT PAYMENT	150.00
20127 TASER 7 OCULUS TRAINING CONTENT YEAR 1 PAYMENT	30.00
20128 TASER 7 OCULUS TRAINING CONTENT YEAR 2 PAYMENT	30.00
20129 TASER 7 OCULUS TRAINING CONTENT YEAR 3 PAYMENT	30.00
20130 TASER 7 OCULUS TRAINING CONTENT YEAR 4 PAYMENT	30.00
20131 TASER 7 OCULUS TRAINING CONTENT YEAR 5 PAYMENT	30.00
20132 TASER 7 OCULUS TRAINING CONTENT UPFRONT PAYMENT	150.00
20135 OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	300.00
20160 TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	80.00
20161 TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	80.00
70033 WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	42.00
73630 TASER 7 CERTIFICATION PLAN TRUE UP	53.00
73631 TASER 7 BASIC PLUS HANDLE TRUE UP	423.00
73632 TASER 7 BASIC TRUE UP	6.00
73635 OSP 7 PLUS TRUE UP	67.00
74200 DOCK AND CORE, TASER 7	1,500.00
80087 TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	150.00
80088 TARGET, T&E KIT, TASER 7	150.00
71019 NORTH AMERICA POWER CORD	10.00
<b>Training</b>	
44729 CEW INSTRUCTOR	495.00
<b>Holsters</b>	
22502 HOLSTER, SAFARILAND, STX BASKETWEAVE, RIGHT, X2	95.00
22505 HOLSTER, SAFARILAND, STX BASKETWEAVE, LEFT, X2	95.00
22507 HOLSTER, SAFARILAND, STX SAFARISEVEN, RIGHT, X2	95.00
22508 HOLSTER, SAFARILAND, STX SAFARISEVEN, LEFT, X2	95.00
11502 HOLSTER, SAFARILAND, BASKETWEAVE, RIGHT, X26P	92.00
11505 HOLSTER, SAFARILAND, BASKETWEAVE, LEFT, X26P	92.00
22510 HOLSTER, SAFARILAND, SAFARISEVEN, RIGHT, X26P	92.00
22511 HOLSTER, SAFARILAND, SAFARISEVEN, LEFT, X26P	92.00