



CITY OF SAN ANTONIO
Finance Department – Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100013710

SAPD-ANNUAL CONTRACT FOR TASER 7 CERTIFICATION – REV.1
PROGRAM AND WARRANTY BUNDLE

Date Issued: MARCH 17, 2021

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CT., MARCH 23, 2021

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission through Email

Offer submissions will only be accepted electronically

Bid Due Date: 10:00 a.m., C.T. MARCH 23, 2021

Bid No.: 6100013710

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * NO

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

Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

Offerors must sign the Signature Page and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

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

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

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

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

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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

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

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

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

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

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. Offerors are prohibited from communicating with City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

Pre-Submittal Conference.

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

Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line

items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

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

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

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

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

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract's title on the Cover Page of this document. The minimum quantities stated for SAPD are as specified in Attachments B and B.1. The quantities stated for all other departments are estimates only and are in no way binding upon City. City may increase or decrease quantities as needed pursuant to the terms of this Contract and any notice required therein. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

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

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

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

<https://ethics.state.tx.us/forms/conflict/>

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004- SPECIFICATIONS / SCOPE OF SERVICES

4.1 The City of San Antonio is seeking an Offer for the purchase of TASER 7, Conducted Energy Weapon (CEWs), with an all-inclusive Certification Program and Warranty Bundle. The program shall provide the City Of San Antonio Police Department (SAPD) and other law enforcement departments with the TASER 7 handle, holsters, unlimited field-use cartridges, recharging docks, rechargeable batteries, hardware warranty (five years), and evidence.com licenses. The program shall also provide training cartridges delivered annually, training suits and instructor lead training. See Section 009 - Attachment B - TASER 7 -Specifications/Certification Program and Warranty Bundle, excluding web links and section titled "Axon's Sales Terms and Conditions" attached herein for program items and part numbers. The TASER 7, accessories and training are intended for use by the SAPD and additional quantities shall be ordered as needed for SAPD, Cadet classes, Aviation, Parks, and Fire law enforcement officers in the field.

4.1.1 The all-inclusive TASER 7 Certification Program and warranty shall be invoiced once, annually over the initial five-year term for SAPD and other City law enforcement departments as needed. All Departments shall be invoiced separately on an annual basis. At the end of year 5, the Certification Program shall expire and a new Certification Program will commence in year 6 with new warranties and TASER devices for years 6-10. A trade in discount for aged City owned X26P TASERs shall be provided by Vendor per Section 004, subsection 4.2.2 SAPD Trade In Discounts/Pricing herein.

4.2 GENERAL REQUIREMENTS:

Vendor shall provide the all-inclusive TASER 7 and Certification Program and Warranty bundle to effectively manage the Department's TASER program for five full years (the lifespan of the hardware, including the TASER 7 handle, holsters, connected docks, rechargeable batteries, hardware warranty (five years), and evidence.com licenses). The TASER 7 shall provide automated firmware updates, and the offloading CEW data logs to save officer's time. The Vendor shall also include training cartridges (delivered annually), unlimited field-use cartridges, HALT training suits, targets, instructor vouchers, master instructor vouchers, interactive online training content for end users, professional services/support, and VR headsets with content for virtual reality empathy/de-escalation training. AXON shall provide a Certification Program and warranty for the duration of this contract. as specified in Section 004 Specifications and Attachments herein.

PROFESSIONAL SERVICES- The program shall include and provide professional services for TASER 7 CEW training, evidence.com training, transition/coordination, device assignment, device inspection, and more. The Vendor shall provide a dedicated account manager to assist and guide users every step of the way for the full five years of the program.

4.2.1 INSTRUCTOR LEAD -CERTIFICATION PROGRAM

The Vendor shall provide instructor lead training as part of the TASER 7 Certification Program and Warranty Bundle at no additional cost for up to 10 SAPD officers. See Section 009 - Attachment C – TASER 7 Training Certification Program Summary attached hereto. The training program shall provide and focus on the following:

- Vendor training on TASER 7 shall focus on de-escalation. The training goal is to gain compliance without having to fire the device for the best outcome.
- The TASER 7 Certification Program comes with a highly scalable solution to complement Crisis Intervention Training by using Virtual Reality delivered in 360-video.
- The training solution shall enhance the officer's ability to quickly recognize, describe, and de-escalate situations involving individuals with mental health conditions.

4.2.1.1 TRAVEL AND RELATED EXPENSES- AD 8.31

City of San Antonio (City) Attachment E- Administrative Directive (AD) 8.31 Travel establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>

Travel time may not be included as part of the amounts payable by City for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

4.2.2 SAPD TRADE IN CREDIT AND DISCOUNTS PRICING

Vendor shall provide SAPD the following discounts as described in this Section. Vendor agrees that the price for the first 1,450 TASER 7 CEWs and all-inclusive accessories, Certification Program, and Warranty bundle shall be inclusive of shipping cost, as reflected in Attachment A - Price Schedule. The price for subsequent orders for TASERs shall be inclusive of shipping costs, due to sporadic shipments within contract term.

The proposed cost per user over the ten-year term of the contract is as follows:

The TASER 7 MSRP price per bundle for Years 1 - 5 is \$3,600.00, paid for over a 5-year period and \$3,900.00 MSRP for years 6-10. The total MSRP prior to trade-in discounts for 1,450 users for five years is \$5,220,000.00 and MSRP in years 6-10 is \$5,655,000.00 prior to \$2.00 discount per unit in year 6.

SAPD TRADE IN DISCOUNTS: Vendor shall provide the City/SAPD a \$179.00 trade-in credit for each existing X26P TASER sent back to Vendor. The total trade-in credit shall be \$259,550.00 based on a trade-in of 1,450 units at \$179.00 per unit. City/SAPD shall also receive a credit of \$839,550.00 from the prior City TASER contract.

Vendor shall also apply a 100% discount on seven bundles, consisting of the TASER 7 docks, warranties, and mounting brackets, valued at \$12,907.30, and instructor lead training valued at \$17,000.00 for a total discount of \$ 289,457.30 off of MSRP per the table below.

TRADE-IN CREDIT, DISCOUNTS AND FREE SPARES SUMMARY TABLE FOR SAPD YEARS 1-2			
ITEM	ESTIMATED QUANTITY	DISCOUNTS PROVIDED	ESTIMATED TOTAL DISCOUNTS
Prior Contract TAP Money Credit	1 EACH		\$839,550.00
X26P TASER Trade-in Credit	1,450 EACH	\$179.00 / UNIT	\$259,550.00
Spares TASER 7, Docks, Warranty and Mounting Brackets	7 BUNDLES	Value of \$12,907.30 100%	\$12,907.30
CEW Full Service Professional Services with Program Manager, and Instructor Training	1 EACH	Value of \$17,000.00 100%	\$17,000.00
		TOTAL DISCOUNTS YEARS 1-5	\$289,457.30
DISCOUNTS SUMMARY FOR SAPD YEAR 6			
TASER 7 Discount per Unit	1450 EACH	\$2 per user per month x 60 months x 1450 user	\$174,000.00
TRADE-IN DISCOUNT FOR OTHER LAW ENFORCEMENT DEPARTMENTS			
X26P TASER	TBD	\$179.00 / UNIT	TBD

4.2.3 ALL OTHER DEPARTMENTS TRADE IN DISCOUNT/ PRICING

The TASER 7 all-inclusive Certification Program and Warranty price for all departments after the first 1,450 units are purchased by SAPD shall not exceed the base price for each TASER bundle as follows: \$3,600.00 Each - less 4% off MSRP = \$3,456.00 per user over a 5 year period if purchased prior to December 31, 2021. Subsequent purchases of a TASER bundle will be at Vendor's current MSRP, less a 4% discount. The Vendor shall apply the same trade in discount of \$179.00 per unit per Section 4.2.2 Trade-In Discount table for trade ins made prior to December 31, 2021.

For example:

(100 users X \$3,456.00) totals \$345,600.00 / 5yrs = \$69,120.00 per year to be paid annually for the 5 yrs. at the beginning of each year if purchased prior to December 31, 2021.

4.2.4 PRICE FFP

All prices for the quantities listed in Attachment B - TASER Specifications/Certification Program & Warranty Bundle Q297532-44330.899 shall remain fixed for the full contract term. Any quantities in excess of the quoted amount shall be subject to the above-described pricing. City shall benefit from any price decreases provided by Vendor to all of its customers.

4.3 ESTIMATED QUANTITY AND DESCRIPTION OF ITEMS:

4.3.1 ITEM # 1 AND 7: TASER 7, CEW AND CERTIFICATION PROGRAM AND WARRANTY BUNDLE

DESCRIPTION:

The TASER 7 shall provide and include the features listed below. For a complete detailed list of specifications and part numbers included in the TASER 7 Certification Program and Warranty bundle see Section 009 - Attachment B- TASER 7 Specifications/Certification Program & Warranty Bundle Q297532-44330.899 attached hereto which shall apply for the term of this contract and or any extended terms agreed to by both parties in writing.

- TASER 7 cartridges have the wiring coiled inside of the base of the probe which allows the TASER 7 to fire with greater accuracy, greater velocity, and better retainment.
- The 12 degree "close quarter" cartridge, achieves a full 1' spread a 4' firing distance;
- The TASER 7 is a connected device and with a dock and walk workflow used with the body cams.
- Provides automated firmware updates, and offloading CEW data logs to save SAPD an estimate of four-man hours per user per year.
- Housing: High-impact polymer construction.
- Multiple shot (two shots) Conducted Energy Weapon.
- TASER 26P is single shot only
- TASER 7 delivers 22 pulses per second vs. 19 pulses per second (X26P/ X2) which increases effectiveness
- 200 Lumen High efficiency flashlight
- Dual lasers to improve accuracy. Class 3R or Class 2 green top LASER and red bottom (3.5° and 12°) LASERS available.
- TASER 26P red single LASER only
- Warning Arc switch enables the user to arc electricity over live cartridges for de-escalation purposes
- Break away smart probe design allows for better retention and attainment
- Close quarter (12 degree) and stand-off (3.5 degree) cartridge design types.
- Adaptive cross-connect for increased incapacitation and effectiveness.
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, and operating mode.
- The weapon logs record information from a variety of sensors. Data can be downloaded using the TASER 7 Dock and accessed via Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Ambidextrous safety switch.
- Onboard self-diagnostic and system status monitoring and reporting.

- Interactive online training. Not available for X26P and X2
- HALT training suit and training cartridges use Velcro vs probes for better scenario based training.
- The TASER 7 can be agency-configured so the CEW's output cycle stops at five seconds and the weapon will emit an audible alert for the last two seconds of the CEW output cycle.
- Compatible with TASER 7 Cartridges only.
- The TASER 7 is compatible with Axon Signal technology to auto activate body cameras within 30 feet
- Stealth mode (only available with TASER 7) allows the user to arc the device in a test environment without activating the camera.

Model(s) Number: TS1001 / TS10002

ITEM #1: Estimated Quantity: 1,450 Each - SAPD

ITEM #7: Estimated Quantity: 252 Each - Other Law Enforcement Departments (PARKS 185 Each and AVIATION 67 Each)

For illustrative purposes only



4.3.2 ANNUAL ITEMIZED CERTIFICATION PROGRAM AND WARRANTY BUNDLE

See Section 009- Attachment B.1 – TASER 7 Itemized Certification Program for items and services description details.

4.4 TASER TRANSITION AND CERTIFICATION PROGRAM PLAN

The City will order the quantities listed in Attachment B - TASER Specifications/Certification Program & Warranty Bundle Q297532-44330.899 in June of 2021. Most TASERs will be put into service in quarterly increments in the months of June, September and November of 2021. Vendor shall commence the Certification Program for the TASERs, ordered in the first purchase order issued by City in quarterly increments, as the TASERs are issued to officers. Vendor shall provide serial numbers for TASERs on packing lists shipped with TASERs.

4.4.1 TASER 7 CERTIFICATION 10 YEAR PROGRAM TABLE

Year	SAPD Initial Purchase for the TASER 7
1	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2021 (SAPD Discounted year)
2	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2022 (SAPD Discounted year)

3	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2023
4	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2024
5	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2025
	SAPD Initial Purchase for the TASER 7 or upgrade in Year 6
6	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2026 (SAPD Discounted year)
7	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2027 (SAPD Discounted year)
8	TASER Annual Certification Program & Warranty Bundle Annual Payment – 2028
9	TASER Annual Certification Program & Warranty Bundle Annual Payment – 2029
10	TASER Annual Certification Program & Warranty Bundle Annual Payment - 2030

4.5 **TASER 7 WARRANTY**

Each TASER CEW comes with a one year standard warranty against defects. City's purchase of the TASER 7 as shown on the price schedule shall extend the warranty for an additional 4 years and includes the maintenance program described in **Attachment F- Axon Enterprise Inc's Hardware Warranty and Limitations**, at the start of the program term. The extended warranty shall provide repair or replacement for any incident occurrence from the start of the Certification Program subject to Attachment F.

TASER UPGRADES - END OF YEAR FIVE- At the end of the 5th year, the City shall contact Vendor at 1-800-978-2737 option 2 or sales@axon.com to arrange return of the TASER 7s to Vendor. At such time, the City will receive an equal or upgraded product which will have a new 1-year standard warranty. Upon expiration of the 1-year warranty, the new 4-year extended warranty will commence.

Vendor agrees to upgrade the TASER 7 CEWs, as specified, with a new TASER weapon that is the same product or **approved equal in the same weapon class** as part of the All-Inclusive TASER Certification Program and Warranty Bundle. The TASER weapon shall be of the same or superior quality and functionality. Vendor agrees that the replacement TASER must be approved by the City's Labor Relations Board (LRC) to be considered acceptable for replacement.

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

4.5.1 **WARRANTY TRADE IN PROGRAM OPTION**

The City reserves the right to purchase additional TASER 7s with Annual Certification Program & Warranty Bundle as needed, by issuing an approved Purchase Order to Vendor within the contract term and/or any contract extensions..

SAPD Annual – Payments for Years 1-5- for first 1450 TASER 7 Units	Estimated Annual Payment
Year 1	\$824,180.00
Year 2	\$824,180.00
Year 3	\$824,180.00
Year 4	\$824,180.00
Year 5	\$824,180.00

SAPD Annual – Payments for Years 6-10 for first 1450 TASER 7 or “of equal” or superior TASER device	Estimated Annual Payment
Year 6	\$1,096,200.00
Year 7	\$1,096,200.00
Year 8	\$1,096,200.00
Year 9	\$1,096,200.00
Year 10	\$1,096,200.00

4.6 MODIFICATIONS TO TASER CERTIFICATION BUNDLE PROGRAM

The TASER Certification Program shall be modified by consent of the parties as follows in section 4.6.1 and section 4.6.2.

4.6.1 EARLY CANCELLATION OR TERMINATION.

Vendor shall not terminate any Certification Program without **30** days prior written notice specifying the manner of default and providing City with an opportunity to cure the default.

Default of Certification Program shall not entitle Vendor to terminate any other program with City.

City shall be eligible to receive Certification Program coverage on future purchases if the City cancels the program early so long as there are no outstanding payment obligations for the terminated Certificate Program.

4.6.2 SALES TERMS/ENTIRE AGREEMENT

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

All sales shall be final and no refunds or exchanges will be allowed, except as provided by state or federal law and as specified in **Attachment F- Axon Enterprise Inc's Hardware Warranty and Limitations** and this contract between the parties.

4.7 SPARE PRODUCTS

Vendor shall provide City a predetermined number of spare TASER 7 hardware as detailed in Attachment B (“Spare Products”). Spare Products will be used to replace broken or non-functioning units while SAPD submits the broken or non-functioning units through Vendor’s warranty return process. Vendor shall repair or replace the unit(s) with a functioning replacement TASER 7. Title and risk of loss for all Spare Product shall pass to the City in accordance with the shipping terms of this Agreement. **Upon termination, if the City does not send the Spare Product back to Vendor within 30 days, the City shall pay Vendor the then-current MSRP for such Spare Product.**

4.8 MANUALS: Vendor shall furnish one (1) complete set of instruction manuals per each TASER 7 and for each item purchased that describes, in detail, the proper operation and maintenance of the TASER 7s and accessories furnished under this Request For Offer (RFO).

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

4.10 Vendor shall deliver products within 21 calendar days of receipt of order unless otherwise approved in writing in advance by City.

005- SUPPLEMENTAL TERMS & CONDITIONS**Original Contract Term.**

This contract shall begin upon the effective date of the ordinance awarding the contract and shall terminate five (5) years thereafter on May 31, 2026.

Renewals.

Upon expiration of the Original Contract Term, this Contract shall automatically renew under the same terms and conditions for one, 5-year renewal period, unless the City provides Vendor a notice to opt-out of the renewal thirty (30) days prior to the renewal.

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

Warranty.

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "SAPD-ANNUAL CONTRACT FOR TASER 7 CERTIFICATION PROGRAM AND WARRANTY BUNDLE" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

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

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3.. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; and \$15,000,000 in the general aggregate \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; and \$15,000,000 in the general aggregate
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service and \$15,000,000 in the general aggregate.

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional

insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than **ten (10) calendar** days' notice for nonpayment of premium.

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

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

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

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

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

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

Undisclosed Features. Vendor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; or

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

Incorporation of Attachments.

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

Attachment A - Price Schedule

Attachment B - TASER 7 Specifications/Certification Program & Warranty Bundle Q297532-44330.899 AM, excluding web links and section titled "Axon's Sales Terms and Conditions"

Attachment B.1 -TASER 7 Itemized Certification Program-Description Detail

Attachment C - TASER 7 Training Certification Program Summary

Attachment D- Manufacturer Specification Sheets

Attachment E - Administrative Directive (AD) 8.31 Travel

Attachment F – Axon Enterprise Inc's Hardware Warranty and Limitations

Attachment G - Veteran Owned Small Business Preference Program (VOSBPP) Ordinance Language

Attachment G.1 - Veteran Owned Small Business Preference Program Tracking Form

Attachment H – Axon Enterprise, Inc.'s TASER 7 Agreement

Attachment I- City Contract Summary Review of Vendor's Certification Program Years 1-10

006- GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e- mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

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

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have **10** business days, excluding City observed holidays/closures after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. **Failure to notify Vendor of any rejection during the 10-business days inspection period will be deemed acceptance.**

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

Invoicing and Payment.

Invoice Submissions. City requires all **original**, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to

show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or **in part if such breach remains uncured after a thirty (30) day notice period from City to Vendor.** Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

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

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

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

City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant

Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited:

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or

otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the**

agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.

007- SIGNATURE PAGESignature Page.

By submitting a bid, Offeror represents that:

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

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

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

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

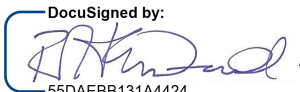
Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Offeror Information

Please Print or Type

Vendor ID No.	1036071
Signer's Name	Robert Driscoll
Name of Business	Axon Enterprise, Inc.
Street Address	17800 N. 85th St.
City, State, Zip Code	Scottsdale, AZ 85255
Email Address	contracts@axon.com
Telephone No.	480-905-2000
Fax No.	480-991-0791
City's Solicitation No.	6100013710

DocuSigned by:



55DAEBB131A4424

Signature of Person Authorized to Sign Offer

008- STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director - the Director of City's Finance Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

009- ATTACHMENTS

ATTACHMENT A - PRICE SCHEDULE

* Quoted prices shall include all shipping/freight costs.

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
1	YEAR 1 – 2021 SAPD ANNUAL PAYMENT TASER 7 CEW - Certification Program & Warranty Bundle for first 1450 Units ordered by SAPD	1,450 EACH	\$ 568.40	\$ 824,180.00
2	YEAR 2 – 2022 SAPD ANNUAL PAYMENT TASER 7 CEW - Certification Program & Warranty Bundle	1,450 EACH	\$ 568.40	\$ 824,180.00
3	YEAR 3 – 2023 SAPD ANNUAL PAYMENT TASER 7 CEW - Certification Program & Warranty Bundle	1,450 EACH	\$ 568.40	\$ 824,180.00
4	YEAR 4 – 2024 SAPD ANNUAL PAYMENT TASER 7 CEW - Certification Program & Warranty Bundle	1,450 EACH	\$ 568.40	\$ 824,180.00
5	YEAR 5- 2025 SAPD ANNUAL PAYMENT TASER 7 CEW - Certification Program & Warranty Bundle	1,450 EACH	\$ 568.40	\$ 824,180.00
	Years 1- 5 (2021-2025) Estimated Total Payment	ESTIMATED TOTAL (ITEM #s 1 through 5)		\$ 4,120,900.00
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
6	YEAR 6 – 2026 SAPD ANNUAL PAYMENT –TASER 7 CEW - TASER 7 or “of equal” or superior device Certification Program & Warranty Bundle	1,450 EACH	\$ 756.00	\$ 1,096,200.00
7	YEAR 7 – 2027 SAPD ANNUAL PAYMENT TASER 7 CEW - TASER 7 or “of equal” or superior device Certification Program & Warranty Bundle	1,450 EACH	\$ 756.00	\$ 1,096,200.00
8	YEAR 8 – 2028 SAPD ANNUAL PAYMENT TASER 7 CEW - TASER 7 or “of equal” or superior device Certification Program & Warranty Bundle	1,450 EACH	\$ 756.00	\$ 1,096,200.00

9	YEAR 9 – 2029 SAPD ANNUAL PAYMENT TASER 7 CEW - TASER 7 or “of equal” or superior device Certification Program & Warranty Bundle	1,450 EACH	\$ 756.00	\$ 1,096,200.00
10	YEAR 10 – 2030 SAPD ANNUAL PAYMENT TASER 7 CEW - TASER 7 or “of equal” or superior device Certification Program & Warranty Bundle	1,450 EACH	\$ 756.00	\$ 1,096,200.00
	<i>Years 6-10 (2026-2030) Estimated Total Payment</i>	ESTIMATED TOTAL (ALL ITEM #s 6-10)		\$5,481,000.00
11	ALL OTHER DEPARTMENTS X26P-TRADE-IN CREDIT (Discount)	252 EACH	\$ 179.00	\$ \$45,108.00

Please complete the following:

Prompt Payment Discount: _____% _____ days.

INSIDE ACCOUNT REPRESENTATIVE INFORMATION

Vendor shall list the preferred service contact method and contact information.

Services shall be coordinated via: (provide all that apply)

Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

ATTACHMENT B

TASER 7 Specifications/Certification Program & Warranty Bundle Q297532-44330.899 AM , excluding web links and section titled “Axon’s Sales Terms and Conditions”

(Posted as a separate document)

ATTACHMENT B.1

TASER 7 Itemized Certification Program-Description Detail

(Posted as a separate document)

ATTACHMENT C

TASER 7 Training Certification Program Summary
(Posted as a separate document)

ATTACHMENT D

Manufacturer Specification Sheets
(Posted as a separate document)

ATTACHMENT E

Administrative Directive (AD) 8.31 Travel
(Posted as a separate document)

ATTACHMENT F

Axon Enterprise, Inc.'s Hardware Warranty and Limitations
(Posted as a separate document)

ATTACHMENT G

VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

ATTACHMENT G.1

Veteran Owned Small Business Preference Program Tracking Form
(Posted as a separate document)

ATTACHMENT H

Axon Enterprise, Inc.'s TASER 7 Agreement
(Posted as a separate document)

ATTACHMENT I

CITY Contract Summary Review of Vendor's Certification Program Years 1-10
(Posted as a separate document)