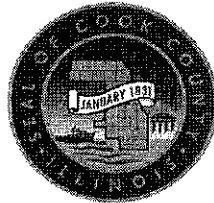


**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**TASERS, BODY CAMERAS,  
RELATED PRODUCTS, AND SERVICES**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**SHERIFF'S OFFICE**

**AND**

**TASER INTERNATIONAL, INC.**

**CONTRACT NO. 1611-15514**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 29 2016**

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**Toni Preckwinkle**  
**Cook County Board President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

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RELATED PRODUCTS, AND SERVICES**

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**COOK COUNTY GOVERNMENT**

**SHERIFF'S OFFICE**

**AND**

**TASER INTERNATIONAL, INC.**

**CONTRACT NO. 1611-15514**

**(Based on State of New Jersey Contract No. A81321)**

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**Toni Preckwinkle**  
**Cook County Board President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

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## PROFESSIONAL SERVICES AGREEMENT

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Exhibit II	Price Proposal
Exhibit III	Additional General Conditions
Exhibit IV	Cook County Information Technology Special Conditions (ITSC)
Exhibit V	Criminal Justice Information Services Security Requirements
Exhibit VI	Evidence of Insurance
Exhibit VII	Board Authorization
Exhibit VIII	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit IX	Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan
Exhibit X	Economic Disclosure Statement Forms, <i>including Contract and EDS Signature Pages</i>

**ATTACHMENT:**

Attachment A: State of New Jersey Contract A81321



## **AGREEMENT**

This Professional Services Agreement (“PSA” or “Agreement”) is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Taser International, Inc., doing business as a corporation of the State of Arizona hereinafter referred to as “Contractor”, pursuant to authorization by the Cook County Board of Commissioners on June 29, 2016 as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

## **BACKGROUND**

**Whereas**, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, the State of New Jersey solicited a formal Request for Proposals for Police and Homeland Security Equipment and Supplies (“Services”) and the Contractor was identified qualified contractor to provide the services; and

Whereas, the State of New Jersey, entered into a contract on May 1, 2012, for the provision of Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the contract are not a made a part of or incorporated into this Agreement; and

**Whereas**, the County wishes to leverage the procurement efforts of the State of New Jersey; and

**Whereas**, the County, through the Sheriff’s Office, desires certain similar services of the Contractor; and

**Whereas**, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

**Whereas**, the Contractor agrees to provide to the County the Services as set forth in Exhibit 1, Statement of Work and Price Proposal; and

**Whereas**, the Contractor warrants that it is ready, willing and able to deliver the Services set forth in Exhibit 1, Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of New Jersey contract, as set forth in Attachment 1; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

NOW, THEREFORE, the County and Contractor agree as follows:

### **TERMS AND CONDITIONS**

#### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

#### **ARTICLE 2) DEFINITIONS**

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor" or "Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit I	Statement of Work
Exhibit II	Price Proposal
Exhibit III	Additional General Condition
Exhibit IV	Cook County Information Technology Special Conditions (ITSC)
Exhibit V	Criminal Justice Information Services Security Requirements
Exhibit VI	Evidence of Insurance
Exhibit VII	Board Authorization
Exhibit VIII	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit IX	Minority and Women Owned Business Enterprise Utilization Plan
Exhibit X	Economic Disclosure Statements

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to

provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit I, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be

disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit VII. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N. Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit IV) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence

from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance



of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing

Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**I) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 30, 2016 ("**Effective Date**") and continue until June 29, 2021 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit I. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Price Proposal in the attached Exhibit II for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit II, Price Proposal. Payments under this Agreement must not exceed the dollar amount shown in Exhibit II without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;



- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION  
AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.



iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff's Office  
50 W. Washington Street, Room 704  
Chicago, Illinois 60602  
Attention: Alexis Herrera, CFO

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**EXHIBIT I**

**Statement of Work**



**MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**COOK COUNTY SHERIFF'S OFFICE - IL**

COOK COUNTY Agreement Number: 1611-15514

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and COOK COUNTY SHERIFF'S OFFICE - IL, (**Agency, Party** or collectively **Parties**) having its principal place of business at 3026 S. CALIFORNIA AVE. BLDG. 5, CHICAGO, IL, 60608, is entered into as of March, 31, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-64344 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

**1 Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

**1.1 Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

**1.2 Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

**2 Definitions.**

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information encountered by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

**"Installation Site"** means the location(s) where the Products are to be installed.

**"Policies"** means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.



**"Products"** means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

**"Resolution Time"** means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

**"Services"** means all services provided by TASER pursuant to this Agreement.

**"Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. The Agency is responsible for freight charges related to the initial shipment of TASER Products; however, TASER is responsible for freight charges related to Products covered by the TASER Assurance Plan. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
  - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace

with the same or like Product, at TASER's option.

**7.2 Warranty Limitations.**

**7.2.1** The warranties do not apply and TASER 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-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (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 TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**7.2.2** **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. 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 by the other provisions contained in this Agreement.**

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

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

**7.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER 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.

**7.3.3** 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 TASER's property.

**8 Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**9 Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

**10 Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

**11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement,

except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

**12 IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.

**13 IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

**14 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

**15 Termination.**

**15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

**15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

**15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product

Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

**15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 180 days following termination. During this 180-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 180-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 180-day period. TASER has no obligation to maintain or provide any Agency Content after this 180-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

**15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

## **16 General.**

**16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive. Taser acknowledges and accepts that this Agreement is subject to the Illinois Freedom of Information Act and record retention laws.

**16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

**16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

**16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.  
ATTN: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
contracts@taser.com

AGENCY:

**16.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

**COOK COUNTY SHERIFF'S OFFICE - IL**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 3026 S. CALIFORNIA AVE. BLDG. 5,  
CHICAGO, IL, 60608

## Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice

if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 6**     **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7**     **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8**     **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

  - 8.1.**    The Termination provisions of the Master Service Agreement apply;
  - 8.2.**    The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3.**    If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9**     **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10**    **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g)



resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

## Professional Services Appendix

**1**     **Scope of Services.** The project scope will consist of the Services identified on the Quote.

**1.1.**     The Package for the Axon and Evidence.com related Services are detailed below:

### **System set up and configuration**

Setup Axon® Mobile on smart phones (if applicable).  
 Integrate Evidence.com with the Cook County Sheriff's Office ADFS system.  
 Configure categories & custom roles based on Agency need.  
 Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.  
 Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).  
 Provide Level 1 Tech Support documentation with escalation contacts.  
 Professional Services to provide four (4) weeks of services related to the implementation and 15 additional days of Professional Services that the County may use at its discretion during the Term of this Agreement for ongoing support needs.

### **Dock installation**

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.  
 Authenticate Dock with Evidence.com using "admin" credentials from Agency.  
 Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.  
 On site Assistance Included

### **Dedicated Project Manager**

Assignment of TASER representative Derek McCarter for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

### **Weekly project planning meetings**

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation.

### **Best practice implementation planning session—1 on-site session to:**

Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.  
 Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.  
 Provide referrals of other agencies using the Axon camera products and Evidence.com services  
 Create project plan for larger deployments.  
 Recommend rollout plan based on review of shift schedules.

### **System Admin and troubleshooting training sessions**

2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

### **Axon instructor training**

Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

### **End user go live training and support sessions**

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.

### **Implementation document packet**

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### **Post go live review session**

**1.2. The Package for the CEW-related Services are detailed below:**

<p><b>System set up and configuration</b>  Configure Evidence.com categories &amp; custom roles based on Agency need.  Troubleshoot IT issues with Evidence.com.  Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).  Register users and assign roles in Evidence.com.  On-site Assistance Included</p>
<p><b>Dedicated Project Manager</b>  Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p><b>Best practice implementation planning session to:</b>  Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies.  Discuss importance of entering metadata for organization purposes and other best practice for digital data management.  Provide referrals to other agencies using the TASER CEW products and Evidence.com services.  On-site Assistance Included</p>
<p><b>System Admin and troubleshooting training sessions</b>  On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com.</p>
<p><b>Evidence.com Instructor training</b>  TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.  Training for up to 3 Individuals at the Agency</p>
<p><b>TASER CEW inspection and device assignment</b>  TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.</p>
<p><b>Two-day product specific instructor course with recertification</b>  A certified TASER Master Instructor will conduct a two-day single weapon platform Instructor Course and a one-time recertification course 2 years after completion of the initial Instructor Course</p>
<p><b>TASER CEW inspection and firmware update</b>  TASER's on-site professional services team will perform a one-time TASER CEW inspection to ensure good working condition and perform any necessary firmware updates 3 years after the date of the purchase of the Professional Service.</p>
<p><b>Post go live review session</b>  On-site Assistance Included</p>

**1.3. Additional training days may be added on to any service package for additional fees set forth in the Quote.**

**2 Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

**3 Delivery of Services.**

**3.1. Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.

**3.2. Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 4 Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 30 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 30 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7 Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

## TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product. Taser agrees to pay all freight and shipping charges for Products, Spare Products, and Upgrade Models shipped pursuant to TAP.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** TASER will provide fifty (50) Body Cam2 and six (6) docking station spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

**3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to TASER within 30 days of the date of termination.

- 5 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will be provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multi-bay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

**5.1. TAP Axon Camera Upgrade Models.**

**5.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5.1.2.** If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

**5.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6 TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

**6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.

- 6.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 6.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.
- 6.6.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
- 6.7.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 6.8.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered Product.

## Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
  - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
  - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
  - 4.3 **Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
6. **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:
  - 6.1 Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
  - 6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;



- 6.3 Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;
- 6.5 Promptly installing and implementing any and all software updates provided by TASER;
- 6.6 Ensuring that all appropriate data backups are performed;
- 6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
- 6.8 Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
- 6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 **Definitions.**  
"Integration Services" means the professional services provided by us pursuant to this SOW.

**EXHIBIT II**

**Price Proposal**

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 991-0791

Alexis Herrera  
(312) 603-0044  
alexis.herrera@ccokcountyil.gov



## Quotation

Quote: Q-64344-6

Date: 6/6/2016 6:47 AM

Quote Expiration: 6/30/2016

Contract Start Date\*: 6/30/2016

Contract Term: 5 years

**AX Account Number:**

315150

**Bill To:**  
Cook County Sheriff  
3026 S California  
Chicago, IL 60608  
US

**Ship To:**  
Alexis Herrera  
Cook County Sheriff Office  
3026 S California  
Chicago, IL 60608  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Vince Valentine	800-978-2737	vvalentine@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Year 1 Due By August 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
752	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 300,048.00	USD 300,048.00	USD 0.00
752	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
352	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
167	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 5,845.00	USD 0.00	USD 5,845.00
752	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 893,376.00	USD 0.00	USD 893,376.00
30,080	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
167	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 249,665.00	USD 124,832.50	USD 124,832.50
25	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 135,360.00	USD 101,520.00	USD 33,840.00
752	22003	HANDLE, YELLOW, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	22014	WARRANTY, 4 YEAR, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 105,000.00	USD 105,000.00	USD 0.00
10	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 4,680.00	USD 4,680.00	USD 0.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,504	22150	CARTRIDGE, PERFORMANCE, SMART, 15'	USD 30.53	USD 45,917.12	USD 45,917.12	USD 0.00
1,504	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 49,030.40	USD 49,030.40	USD 0.00
500	44203	CARTRIDGE - 25' HYBRID	USD 28.31	USD 14,155.00	USD 14,155.00	USD 0.00
500	34200	Cartridge - 15'	USD 22.98	USD 11,490.00	USD 11,490.00	USD 0.00

<b>Year 1 Due By August 2016 Total Before Discounts:</b>	USD 1,814,566.52
<b>Year 1 Due By August 2016 Discount:</b>	USD 756,673.02
<b>Year 1 Due By August 2016 Net Amount Due:</b>	USD 1,057,893.50

**Year 2 Due 1 Year after contract execution**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
752	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 893,376.00	USD 0.00	USD 893,376.00
30,080	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 4,680.00	USD 0.00	USD 4,680.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 135,360.00	USD 101,520.00	USD 33,840.00

<b>Year 2 Due 1 Year after contract execution Total Before Discounts:</b>	USD 1,033,416.00
<b>Year 2 Due 1 Year after contract execution Discount:</b>	USD 101,520.00
<b>Year 2 Due 1 Year after contract execution Net Amount Due:</b>	USD 931,896.00

**Year 3 Due 2 years after contract execution**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
752	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 893,376.00	USD 0.00	USD 893,376.00
30,080	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 4,680.00	USD 0.00	USD 4,680.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 135,360.00	USD 101,520.00	USD 33,840.00
Year 3 Due 2 years after contract execution Total Before Discounts:						USD 1,033,416.00
Year 3 Due 2 years after contract execution Discount:						USD 101,520.00
Year 3 Due 2 years after contract execution Net Amount Due:						USD 931,896.00

Year 4 Due 3 years after contract execution

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
752	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 893,376.00	USD 0.00	USD 893,376.00
30,080	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 4,680.00	USD 0.00	USD 4,680.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 135,360.00	USD 101,520.00	USD 33,840.00
Year 4 Due 3 years after contract execution Total Before Discounts:						USD 1,033,416.00
Year 4 Due 3 years after contract execution Discount:						USD 101,520.00
Year 4 Due 3 years after contract execution Net Amount Due:						USD 931,896.00

Year 5 Due 4 years after contract execution

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
752	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 893,376.00	USD 0.00	USD 893,376.00
30,080	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 4,680.00	USD 0.00	USD 4,680.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
752	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 135,360.00	USD 101,520.00	USD 33,840.00
Year 5 Due 4 years after contract execution Total Before Discounts:						USD 1,033,416.00
Year 5 Due 4 years after contract execution Discount:						USD 101,520.00
Year 5 Due 4 years after contract execution Net Amount Due:						USD 931,896.00

Subtotal	USD 4,785,477.50
Estimated Shipping & Handling Cost	USD 1,306.78
Grand Total	USD 4,786,784.28

## Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

### Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

### Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

## TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (if needed): \_\_\_\_\_

Quote: Q-64344-6

Please sign and email to Vince Valentine at [vvalentine@taser.com](mailto:vvalentine@taser.com) or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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**EXHIBIT III**

**Additional General Conditions**

**GC-01 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

**GC-02 DELIVERY**

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-03 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

**GC-04 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-05 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.



The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-06      USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-07      GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-08      STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

**GC-09      QUANTITIES**

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**EXHIBIT IV**

**Cook County Information Technology Special Conditions (ITSC)**

## Cook County Information Technology Special Conditions (ITSCs)

### 1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **"Business Associate Agreement"** or **"BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.9. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. ***"Contractor Intellectual Property"*** means all Intellectual Property owned or licensed by Contractor.

1.13. ***"Contractor IP Materials"*** means all IP Materials owned or licensed by Contractor.

1.14. ***"Contractor Personnel"*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. ***"Contractor-Provided Equipment"*** means Equipment provided by or on behalf of Contractor."

1.16. ***"Contractor-Provided Software"*** means Software provided by or on behalf of Contractor.

1.17. ***"Criminal Justice Information"*** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. ***"Critical Milestone"*** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. ***"Data Protection Laws"*** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. ***"Data Security Breach"*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. ***"Deliverable"*** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. ***"Developed Intellectual Property"*** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the

licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or

accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this

Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. ***"Using Agency Intellectual Property"*** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. ***"Using Agency IP Materials"*** means all IP Materials owned or licensed by the Using Agency.

1.55. ***"Using Agency-Provided Equipment"*** means Equipment provided by or on behalf of Using Agency.

1.56. ***"Using Agency-Provided Software"*** means Software provided by or on behalf of Using Agency.

1.57. ***"WISP"*** means written information security program.

## **2. SERVICES AND DELIVERABLES**

2.1. Approved Facilities. Contractor will perform Services and host or store County data only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (e.g., any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports



(including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Contractor and the County will develop mutually agreed upon SLAs before Go-Live.

2.6. Standards and Procedures Manual. By December 31, 2016, Contractor will make available to Using Agency a SOC 2 Type 2 Report for the Services. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review that shall: (a) be based upon ITIL processes and procedures; (b) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no negative impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.10. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.11. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.12. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.13. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

### **3. WARRANTIES**

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into,

derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

#### **4. INTELLECTUAL PROPERTY**

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this

Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. INTENTIONALLY OMITTED.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

## **5. USING AGENCY DATA AND CONFIDENTIALITY**

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

## **6. DATA SECURITY AND PRIVACY**

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use

network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security, provided Using Agency's policies are commercially reasonable. The County shall provide all policies and procedures relevant to this Section 6.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an



updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. See Exhibit 5 to the PSA, ("CJIS Addendum").

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

## **7. DATA SECURITY BREACH**

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Breach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

## **8. AUDIT RIGHTS**

8.1. Generally. Contractor shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of

the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits. Contractor shall require any Subcontractors it engages to adhere to the security and auditing provisions of this Exhibit 10.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4<sup>th</sup>) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

8.7. Non-Disclosure Agreement. The County shall execute non-disclosure agreement(s) with Contractor and/or its Subcontractors prior to any audit conducted under this Section.

## **9. RIGHT TO EXIT ASSISTANCE**

9.1. Payment for Exit Assistance Services. The County shall be responsible for payment for Exit Assistance Services, except where the Agreement is terminated as the result the Consultant's breach or Consultant's exercise of any applicable early termination provision.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement,

or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using

Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the SOC 2 Type 2 report, (d) the Standards and Procedures Manual; (e) Using Agency Incident and Problem logs for at least the previous two (2) years; (f) security features; (g) password control policies; (h) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (i) any other Using Agency information relating to the Services. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide assistance to transfer the Using Agency's Data to the Using Agency or to a new Contractor hired by the Using Agency.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at the rates Contractor offers to other commercial customers for the same or similar license, a license under Contractor's then- current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope;

(c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor- Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in subsection 9.12 (c) above in such media as requested by the Using Agency, together with object code and appropriate documentation.

## **10. MISCELLANEOUS**

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

EXHIBIT V

Criminal Justice Information Services Security Requirements  
Appendix H Security Addendum



## **APPENDIX H SECURITY ADDENDUM**

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The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved

by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain

such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

Jenner Holden

\_\_\_\_\_  
6-22-16

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

TASER International - VP of Information Security

\_\_\_\_\_  
Organization and Title of Contractor Representative

**EXHIBIT VI**

**Evidence of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/08/2016

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

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

**PRODUCER**  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

**CONTACT NAME:**  
**PHONE (A/C No. Ext):** (866) 283-7122 **FAX (A/C No.):** (800) 363-0105  
**E-MAIL ADDRESS:**

**INSURED**  
Taser International, Inc.  
17800 N. 85th Street  
Scottsdale AZ 85255 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance Co	29424
INSURER B:	Twin City Fire Insurance Company	29459
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570062407592

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		59 UUN UL7844	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION</b> <input type="checkbox"/>					EACH OCCURRENCE AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	59WEPE1196	09/11/2015	09/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Cook County is included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

## CERTIFICATE HOLDER

Cook County  
118 N. Clark St., Room 1018  
Chicago IA 60602 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570062407592



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/08/2016

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

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**PRODUCER**  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

**CONTACT**

NAME:

PHONE  
(A/C. No. Ext): (866) 283-7122FAX  
(A/C. No.): (800) 363-0105E-MAIL  
ADDRESS:**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURED**  
Taser International, Inc.  
17800 N. 85th Street  
Scottsdale AZ 85255 USA

INSURER A: Colony Insurance Company

39993

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 570062407593

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>							
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	<b>AUTOMOBILE LIABILITY</b>							
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-Technology			EO407121 Cyber & Professional E&O	09/18/2015	09/18/2016	Per Claim Aggregate Deductible	\$5,000,000 \$5,000,000 \$50,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Cook County  
118 N. Clark St., Room 1018  
Chicago IA 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

**ADDITIONAL REMARKS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/08/2016

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**PRODUCER**  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext): (866) 283-7122 **FAX**  
(A/C. No.): (800) 363-0105  
**E-MAIL ADDRESS:**

**INSURED**  
Taser International, Inc.  
17800 N. 85th Street  
Scottsdale AZ 85255 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 570062407589

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY			028182385	12/15/2015	12/15/2016	EACH OCCURRENCE \$10,000,000
	X CLAIMS-MADE <input type="checkbox"/> OCCUR			GL - Claims Made			DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded
A	X Occurrence Policy for Non-ECD			021391643	12/15/2015	12/15/2016	MED EXP (Any one person) Excluded
	X Claims Made Policy for ECD Taser Only			GL - Occurrence			PERSONAL & ADV INJURY Included
	GEN'L AGGREGATE LIMIT APPLIES PER:			SIR applies per policy terms & conditions			GENERAL AGGREGATE \$10,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$10,000,000
	X OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT

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

The General Liability Occurrence policy and the Claims Made policy share the limit. Cook County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

Cook County  
118 N. Clark St., Room 1018  
Chicago IA 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier:

Certificate No : 570062407589

**EXHIBIT VII**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details

**File #:** 16-3862      **Version:** 1      **Name:** Taser International, Inc., Scottsdale, Arizona  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 6/13/2016      **In control:** Board of Commissioners  
**On agenda:** 6/29/2016      **Final action:** 6/29/2016  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Cook County Sheriff's Office

Vendor: Taser International, Inc., Scottsdale, Arizona

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Tasers, Body Cameras, Related Products and Services

Contract Value: \$4,786,784.28

Contract period: 6/30/2016 - 6/29/2021

Potential Fiscal Year Budget Impact: FY 2016 \$1,059,200.28, FY 2017 \$931,896.00, FY 2018 \$931,896.00, FY 2019 \$931,896.00, FY 2020 \$931,896.00

Accounts: 1523109432-521

Contract Number(s): 1611-15514

Concurrence(s):

The M/WBE participation goal for this contract was set at 0%.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs.

Summary: The Sheriff's Office requests authorization for the Chief Procurement Officer to enter into and execute a contract with Taser International, Inc., for Tasers, Body Cameras, Software Licenses, Data Storage and Services for law enforcement equipment and supplies.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Taser International, Inc., was previously awarded a contract by the State of New Jersey through a Request for Proposals (RFP) process. Cook County would like to leverage this procurement effort.

### Sponsors:

**Indexes:** THOMAS J. DART, Sheriff of Cook County

### Code sections:

### Attachments:

Date	Ver.	Action By	Action	Result
6/29/2016	1	Board of Commissioners		

**EXHIBIT VIII**

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
☐ Disqualification  
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

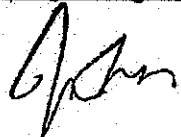
Bid/RFP/RFQ No.:	Date: 5/23/16
Total Bid or Proposal Amount:	Contract Title:
Contractor: TASER International, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Sales Ops	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): contracts@taser.com	Email Address (Subcontractor):
Company Address (Contractor): 17800 N. 85th St.	Company Address (Subcontractor):
City, State and Zip (Contractor): Scottsdale, AZ 85255	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 480-991-0797/480-991-0791	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan.** Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor TASER International, Inc.  
 Name Josh Isner  
 Title EVP, Global Sales  
 Prime Contractor Signature \_\_\_\_\_ Date 5/26/16





**EXHIBIT IX**

**Minority and Women Owned Business Enterprise Utilization Plan**



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

DATE: April 28, 2016

TO: Colleen Chambers, Contract Negotiator  
Office of the Chief Procurement Officer

FROM: Lisa Alexander, Deputy Director *LA*  
Office of Contract Compliance

RE: Goal Recommendation for Contract No. 1611-15514  
Tasers, Body Cameras, Licenses, Storage and Supplies

The Office of Contract Compliance of Cook County is recommending a 0% MBE and 0% WBE participation goal for the above-referenced contract. Goal recommendations are based on information such as the scope of work, the estimated project cost, the current availability of certified MBE/WBE/VBEs in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact me at (312) 603-5513.

CC: Colleen Chambers, Sheriff's Office

\$ Fiscal Responsibility • Innovative Leadership • Transparency & Accountability • Improved Services

**EXHIBIT X**

**Economic Disclosure Statements**

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyiil.gov/ethics-board-of](http://cookcountyiil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



### SECTION 3

#### REQUIRED DISCLOSURES

##### 1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

---

---

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##### 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:   X  

- b) If yes, list business addresses within Cook County:

---

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- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No:   X  

##### 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

**OR:**

- b) ☒ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name TASER International, Inc.

D/B/A: \_\_\_\_\_ FEIN NO.: 86-0741227

Street Address: 17800 N. 85th Street

City: Scottsdale State: AZ Zip Code: 85255

Phone No.: 480-991-0797 Fax Number: 480-991-0791 Email: contracts@taser.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 69438458

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
St Denis J. Villere & Company	601 Poydras St #1808, New Orleans, LA 70130	8.23%
Black Rock Institutional Trust	400 Howard Street, San Francisco, CA 94105	9.61%
The Vanguard Group Inc.	100 Vanguard Blvd, Malvern, PA 19355	5.94%
Artisan Partners LP	875 E Wisconsin Avenue, Suite 800, Milwaukee, WI 53202	5.56%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Patrick Smith	17800 N. 85th St., Scottsdale, AZ 85255	CEO	until replaced
Luke Larson	17800 N. 85th St., Scottsdale, AZ 85255	President	until replaced
Dan Behrendt	17800 N. 85th St., Scottsdale, AZ 85255	CFO	until replaced
Doug Klint	17800 N. 85th St., Scottsdale, AZ 85255	GC	until replaced
Josh Isner	17800 N. 85th St., Scottsdale, AZ 85255	EVP, Global Sales	until replaced

**Declaration (check the applicable box):**

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Josh Isner  
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

contracts@taser.com  
E-mail address

EVP, Global Sales  
Title

5/26/16  
Date

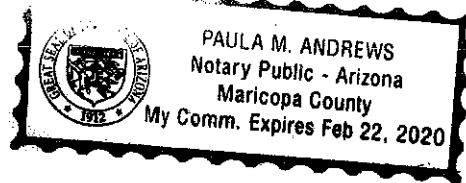
480-991-0797  
Phone Number

Subscribed to and sworn before me  
this 26 day of May, 2016

My commission expires: 2.22.20

x Paula M. Andrews  
Notary Public Signature

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |                                          |                                       |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: TASER International, Inc.

Address of Person Doing Business with the County: 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255

Phone number of Person Doing Business with the County: 480-991-0797

Email address of Person Doing Business with the County: contracts@taser.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Alissa McDowell, Contracts Manager, 480-905-2038

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1611-15514

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4,786,784.28

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Colleen Chambers, Sheriff's Procurement Buyer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Shannon Andrews, Chief Procurement Officer

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

- X** The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

N/A



Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
-----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

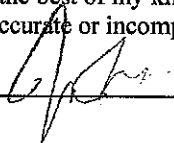
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient



Date

5/26/16

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

### COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

#### I. Contract Information:

Contract Number: \_\_\_\_\_

County Using Agency (requesting Procurement): Cook County S.O.

#### II. Person/Substantial Owner Information:

Person (Corporate Entity Name): TASER International, Inc.

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 86-0741227

Date of Birth: \_\_\_\_\_

E-mail address: contracts@taser.com

Street Address: 17800 N. 85th Street

City: Scottsdale

State: AZ

Zip: 85255

Home Phone: (\_\_\_\_) \_\_\_\_\_

Driver's License No: \_\_\_\_\_

#### III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or NO

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or NO

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or NO

*Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or NO

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or NO

*Any comparable state statute or regulation of any state, which governs the payment of wages* YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_

Date: 5/26/16

Name of Person signing (Print): Josh Isner Title: EVP, Global Sales

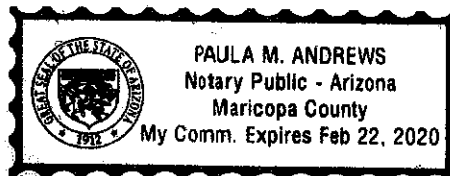
Subscribed and sworn to before me this 26 day of May, 2016

x Paula M. Andrews

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



# SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

### PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

#### Execution by Corporation

TASER International, Inc.  
Corporation's Name  
480-991-0797  
Telephone  
[Signature] CEO  
Secretary Signature

[Signature]  
President's Printed Name and Signature Don Behrendt  
CEO  
Contracts@taser.com  
Email  
5/26/16  
Date

#### Execution by LLC

\_\_\_\_\_  
LLC Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

#### Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

#### Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Assumed Name (if applicable)  
\_\_\_\_\_  
Telephone and Email

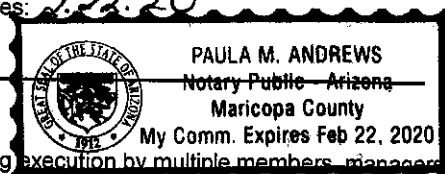
#### Subscribed and sworn to before me this

26 day of May, 2016.

[Signature]  
Notary Public Signature

My commission expires: 2.22.20

Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

## Company Officer Certification Letter

June 29, 2016

Subject: Certification of Executive Officer Signature

To Whom It May Concern:

TASER hereby certifies that the following Executive Officers have the authority to sign and legally bind the company:

Rick Smith, Chief Executive Officer  
rick@taser.com ; 800-978-2737

Doug Klint, General Counsel  
doug@taser.com; 800-978-2737

Dan Behrendt, Chief Financial Officer  
dbehrendt@taser.com; 800-978-2737

Luke Larson, President  
llarson@taser.com; 800-978-2737

Josh Isner, Executive Vice President, Global Sales  
jisner@taser.com; 800-978-2737

The following corporate representative has the authority to enter into and sign sales and purchase contracts on behalf of the company.

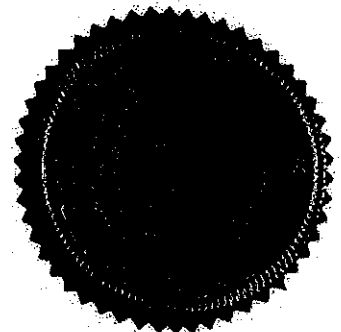
Bobby Driscoll, Director of Sales Operations  
bobby@taser.com; 800-978-2737

Signature: 

Printed Name: Patrick W. Smith

Title: CEO

Date: 6-29-16



Attachment A

State of New Jersey Contract A81321

**STATE OF NEW JERSEY**

PROCUREMENT BUREAU  
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230  
TERM CONTRACT

POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE

NUMBER : A81321  
DATE : 04/29/16  
BUYER : VICTORIA KLAWITTER  
PHONE : (609) 777-0204  
EFFECTIVE DATE : 05/01/12  
EXPIRATION DATE : 10/31/16  
T-NUMBER : T0106  
CONTRACTOR : TASER INTERNATIONAL INC

PAGE: 1

TASER INTERNATIONAL INC  
17800 NORTH 85TH ST  
SCOTTSDALE

AZ 85255

VENDOR NO. : 860741227 00  
VENDOR PHONE : (800)978-2737  
FEIN/SSN : 860741227  
REQ AGENCY : 822050  
PROCUREMENT BUREAU  
AGENCY REQ NO. :  
PURCH REQ NO. : 1039379  
FISCAL YEAR : 12  
COMMODITY CODE : 68004  
SOLICITATION # : 21817  
BID OPEN DATE : 01/11/12

TERM CONTRACT FROM: 05/01/12 TO: 10/31/16 ESTIMATED AMOUNT: \$ 66,900.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:05/01/12  
CONTRACT ENDING ORDERING PERIOD DATE IS:10/31/16
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN AS SPECIFIED ELSEWHERE UNLESS  
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
SCHEDULE IS ENCLOSED HEREIN: YES
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: NO ; DATE REQUIRED 00/00/00  
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS: 1679151
9. AWARDED LINES: YOU WERE AWARDED 1 LINES FROM THE SOLICITATION NUMBER 21817 .  
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 21817 INCLUDING ANY ADDENDA  
THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR

DATE

DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

## PRICE SHEET

## TERM CONTRACT

PROCUREMENT BUREAU  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON

NJ

08625-0230

NUMBER : A81321  
T-NUMBER : T0106

PAGE

2

CONTRACTOR: TASER INTERNATIONAL INC

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00070	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: RI STATE-WIDE ONLY  COMMODITY CODE: 680-92-082838 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: LESS LETHAL WEAPONS BRAND: TASER INTERNATIONAL  P/L DATED: 10/21/11 AND 12/05/11	1	EACH	NET	

VENDOR COPY





# State of New Jersey

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P. O. Box 230  
Trenton, New Jersey 08625-0230

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
JIGNASA DESAI-MCCLEARY  
*Director*

## AMENDMENT #146 T-0106

### SOLICITATIONS #12-X-21817 and #13-X-22630 CONTRACT #Various

**TO:** State Agencies and Cooperative Purchasing Partners

**DATE:** April 21, 2015

**FROM:** Joseph Signoretta, Procurement Supervisor

**SUBJECT:** One Year Contract Extension

**CONTRACT PERIOD:** Original: 05/01/12 to 04/30/15  
New: 05/01/12 to 04/30/16

Please be advised that contracts listed below have been extended for a period of one year ending 04/30/16. This is the first extension. The contracts listed below were originally awarded under solicitations 12-X-21817 and 13-X-22630. Please attach this amendment to your notice of award for quick reference.

81295 LAWREN SUPPLY CO NJ INC  
81296 EAGLE POINT GUN SHOP  
81297 ATLANTIC TACTICAL INC  
81298 AMCHAR WHOLESALE INC  
81299 LANIGAN ASSOCIATES INC  
81300 ADVANCED ELECTRONICS DESIGN  
81301 DRAEGER SAFETY INC  
81302 LAKE LAND INDUSTRIES  
81308 BLUE LINE EMERGENCY LIGHTING  
81309 KDH DEFENSE SYSTEMS INC  
81310 ASTROPHYSICS INC  
81311 MOBILE VISION INC  
81312 BATTLEWARE TECHNOLOGIES INC  
81313 AMKUS INC  
81314 DECATUR ELECTRONICS INC  
81315 SABRE SECURITY EQUIPMENT  
81316 SURVIVAL ARMOR INC  
81318 ELSAG NORTH AMERICA  
81319 SIG SAUER INC  
81321 TASER INTERNATIONAL INC  
81322 LASER TECHNOLOGY INC  
81323 APPLIED CONCEPTS INC  
81326 SUROMA LLC  
81327 PRO GARD

81328 STOPTECH LTD  
 81329 STREAMLIGHT INC  
 81330 GENERAL SALES ADMINISTRATION  
 81331 CODE 3 INC  
 81332 MUNICIPAL EQUIPMENT  
 81333 KALDOR EMERGENCY LIGHTS LLC  
 81334 SOUND OFF INC  
 81335 TROY PRODUCTS  
 81336 WHELEN ENGINEER  
 81337 ADAMSON INDUSTRIES  
 81338 EAST COAST EMERGENCY LIGHTING  
 81339 VINELAND AUTO ELECTRIC INC  
 81340 ABSOLUTE FIRE PROTECTION  
 81341 GOLD TYPE BUSINESS MACHINES  
 81342 GOLD TYPE BUSINESS MACHINES  
 81343 TRIANGLE COMMUNICATIONS LLC  
 81344 EMERGENCY ACCESSORIES &  
 81346 BEYER FORD LLC  
 81348 ARMOR EXPRESS  
 81349 ANCHORTEX CORPORATION  
 81350 PROTECTIVE PRODUCTS  
 81351 POINT BLANK ENTERPRISE INC  
 81352 ARAMSCO INC  
 81353 WEST TRENTON HARDWARE LLP  
 81354 OLYMPIC GLOVE & SAFETY CO INC  
 81355 THERMO SCIENTIFIC PORTABLE  
 81356 GEN EL SAFETY & INDUSTRIAL  
 81357 MINE SAFETY APPLIANCES CO  
 81358 ICOR TECHNOLOGY INC  
 81360 511 INC  
 81361 TURN OUT FIRE & SAFETY INC  
 81363 FIREFIGHTER ONE LLC  
 81365 CONTINENTAL FIRE & SAFETY  
 81371 SIGNAL VEHICLE PRODUCTS INC  
 81372 RFC CONTIANER CO INC  
 81373 SPECTRUM COMMUNICATION LLC  
 81374 ZODIAC OF NORTH AMERICA INC  
 81376 FLIR SYSTEMS INC  
 81377 ESI EQUIPMENT INC  
 81528 ADCOR DEFENSE INC  
 82179 ARMORSHIELD USA LLC  
 82098 INTERSTATE ARMS CORP  
 82099 GUARDIAN PROTECTIVE DEVICES  
 82100 LAWMEN SUPPLY CO NJ INC  
 82101 MPH INDUSTRIES INC  
 82102 ATLANTIC TACTICAL INC  
 82103 WS ACQUISITION LLC  
 82104 BIOFIRE DIAGNOSTICS INC  
 82105 ATLANTIC NUCLEAR CORP  
 82106 SMITHS DETECTION INC  
 82107 AJ ABRAMS CO INC  
 82108 TELEVERE SYSTEMS  
 82110 AMERICAN DIVING SUPPLY  
 82111 ZISTOS CORPORATION

TASER International

State contract A81321

Price effective dates: 5/1/2014 to 4/30/2015

Product Code	List Price	Product Name
26737	\$	- USB CABLE, VDPM
85047	\$	- TASER ASSURANCE PLAN CEW, X2
85051	\$	- TASER ASSURANCE PLAN TASERCAM HD
85053	\$	- 5 YEAR TASER ASSURANCE PLAN AXON FLEX
85058	\$	- TASER ASSURANCE PLAN CEW, X26P
85065	\$	- TASER ASSURANCE PLAN CEW, X26 TO X26P
85066	\$	- TASER ASSURANCE PLAN CEW, X26 TO X2
85069	\$	- 5 YEAR TASER ASSURANCE PLAN , BODYCAM
85073	\$	- 3 YEAR TASER ASSURANCE PLAN BODYCAM
85074	\$	- 3 YEAR TASER ASSURANCE PLAN AXON FLEX
85091	\$	- 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB
85092	\$	- 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY
85093	\$	- 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY
85094	\$	- 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB
85095	\$	- 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY
85096	\$	- 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY
85110	\$	- EVIDENCE.COM INCLUDED STORAGE
85111	\$	- EVIDENCE.COM INCLUDED STORAGE (GB)-2 YEAR CONTRACT
85112	\$	- EVIDENCE.COM INCLUDED STORAGE (GB)-3 YEAR CONTRACT
85113	\$	- EVIDENCE.COM INCLUDED STORAGE (GB)-4 YEAR CONTRACT
85114	\$	- EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT
22002	\$ 1,011.95	HANDLE, BLACK, CLASS III, X2
22003	\$ 1,011.95	HANDLE, YELLOW, CLASS III, X2
85086	\$ 1,020.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR
85081	\$ 1,025.00	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2
85085	\$ 1,025.00	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X2
73061	\$ 1,025.71	KIT, AXON FLEX, FULL SOLUTION
73086	\$ 1,025.71	AXON FLEX, FULL SOLUTION, OFFLINE, KIT
88004	\$ 1,200.00	STANDARD EVIDENCE.COM LICENSE: 4 YEAR
85083	\$ 1,380.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR
89003	\$ 1,404.00	PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR
88005	\$ 1,500.00	STANDARD EVIDENCE.COM LICENSE: 5 YEAR
70026	\$ 1,512.94	EVIDENCE.COM DOCK, AXON SIX BAY
85071	\$ 1,764.00	ULTIMATE EVIDENCE.COM LICENSE: 3 YEAR
89004	\$ 1,872.00	PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR
85035	\$ 1.50	EVIDENCE.COM STORAGE

85052	\$	103.00	TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT
85089	\$	108.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, ETM: 3 YEAR
87001	\$	119.40	BASIC EVIDENCE.COM LICENSE: 1 YEAR
87101	\$	119.40	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
87201	\$	119.40	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT
87301	\$	119.40	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
87401	\$	119.40	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
87501	\$	119.40	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
73001	\$	126.50	CONTROLLER, AXON FLEX
73060	\$	13.11	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48
73067	\$	13.11	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 36
26763	\$	149.95	WARRANTY, 4 YEAR, TASER CAM HD
85055	\$	15,000.00	PREMIUM PLUS SERVICE
22018	\$	15.13	GRIP, CEW, HOGUE, PACKAGED
26762	\$	15.13	KIT, USB DOWNLOAD, TASER CAM HD
73004	\$	15.13	WALL CHARGER, USB SYNC CABLE, FLEX
73081	\$	15.13	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT
70027	\$	150.79	EVIDENCE.COM DOCK, CORE
73034	\$	151.75	OAKLEY FLAK JACKET® KIT, FLEX
22013	\$	161.87	KIT, DATAPORT DOWNLOAD, USB, X2/X26P
26500	\$	161.87	X26 Dataport Kit
85090	\$	180.00	TASER ASSURANCE PLAN PAY UP FRONT PAYMENT, ETM: 5 YEAR
85059	\$	185.00	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P
85067	\$	185.00	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X26P
26703	\$	193.85	CDPM, KIT, CONFIGURATION
26744	\$	194.95	WARRANTY, 4YR, CUSTOMER CARE
73074	\$	199.95	BODY CAM 2 YEAR EXTENDED WARRANTY
85014	\$	2,024.00	AXON 1-DAY SERVICE
89005	\$	2,340.00	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR
85072	\$	2,940.00	ULTIMATE EVIDENCE.COM LICENSE: 5 YEAR
73008	\$	20.19	OAKLEY, CLIP, FLEX
73011	\$	20.19	EPAULETTE MOUNT, FLEX
73013	\$	20.19	HELMET MOUNT, FLEX
73059	\$	20.19	BALLISTICS VEST MOUNT, ROTATING, FLEX
73090	\$	20.19	HELMET MOUNT, RATCHET, SHOEI, FLEX
73091	\$	20.19	HELMET MOUNT, RATCHET, HJC, FLEX
73021	\$	202.35	MULTI-MOUNTING OPTION KIT, FLEX
85070	\$	204.00	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM
85049	\$	205.00	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2
85068	\$	205.00	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X2
34200	\$	21.81	Cartridge - 15'
73084	\$	224.95	AXON FLEX DVR 2 YEAR EXTENDED WARRANTY
44205	\$	23.23	Cartridge - Simulation
44200	\$	23.83	Cartridge - 21'

89600	\$	234.00	PROFESSIONAL EVIDENCE.COM LICENSE 6 MONTHS
87002	\$	238.80	BASIC EVIDENCE.COM LICENSE: 2 YEAR
70023	\$	251.99	EVIDENCE.COM DOCK, AXON SINGLE BAY
70028	\$	251.99	EVIDENCE.COM DOCK, AXON SINGLE BAY EXPANSION
44203	\$	26.87	CARTRIDGE - 25' HYBRID
11004	\$	269.99	WARRANTY, 4 YEAR, X26P
85054	\$	276.00	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT
22150	\$	29.10	CARTRIDGE, PERFORMANCE, SMART, 15'
73033	\$	299.95	AXON FLEX KIT 2 YEAR EXTENDED WARRANTY
85235	\$	3.00	EVIDENCE.COM STORAGE (GB)-2 YEAR CONTRACT
89300	\$	30.00	PROFESSIONAL EVIDENCE.COM LICENSE 3 MONTHS
22157	\$	30.11	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'
73006	\$	30.31	CONTROLLER, HOLSTER, STANDARD UNIFORM, CLIP, FLEX
73009	\$	30.31	COLLAR/VERSATILE/CAP MOUNT, FLEX
73035	\$	30.31	CONTROLLER, HOLSTER, MINI ALLIGATOR CLIP , FLEX
73036	\$	30.31	CONTROLLER, HOLSTER, BELT CLIPS, FLEX
73062	\$	30.31	BALL CAP MOUNT, AXON, FLEX
73076	\$	30.31	HOLSTER, MINI ALLIGATOR CLIP , AXONBODY
73077	\$	30.31	HOLSTER, BELT CLIPS, AXONBODY
73078	\$	30.31	HOLSTER, Z-BRACKET, HW, AXONBODY
73079	\$	30.31	HOLSTER, Z-BRACKET, VELCRO, AXONBODY
73088	\$	30.31	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX
73089	\$	30.31	POCKET MOUNT HOLSTER, AXON BODY
88001	\$	300.00	STANDARD EVIDENCE.COM LICENSE: 1 YEAR
88101	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
88201	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT
88301	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
88401	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
88501	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
73002	\$	302.59	CAMERA SYSTEM, AXON BODY
73063	\$	302.59	CAMERA SYSTEM, AXON BODY, OFFLINE
22014	\$	308.99	WARRANTY, 4 YEAR, X2
22151	\$	31.12	CARTRIDGE, PERFORMANCE, SMART, 25'
22152	\$	32.13	CARTRIDGE, PERFORMANCE, SMART, 35'
44206	\$	34.36	CARTRIDGE, 35' XP
26821	\$	35.37	POWER, SUPPLY, UNIV, US, TCHD-X2
44952	\$	35.37	Holster - Blade Tech w/Tek-Lok
44953	\$	35.37	Holster, BladeTech (Left)
44972	\$	35.37	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B
44973	\$	35.37	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B
70033	\$	35.42	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK
87003	\$	358.20	BASIC EVIDENCE.COM LICENSE: 3 YEAR
85079	\$	36.00	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT

26700	\$	36.18	DPM Battery PK Assembled
73000	\$	379.45	CAMERA, AXON FLEX
85335	\$	4.50	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT
26701	\$	41.24	XDPM BATTERY PK ASSEMBLED
70032	\$	419.95	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, 6 BAY
22155	\$	42.25	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'
26830	\$	442.95	TASER CAM, TCAM-T
85000	\$	45.54	Alligator Clip (Assembled)
89001	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR
89101	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
89201	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT
89301	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
89401	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
89501	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
87004	\$	477.60	BASIC EVIDENCE.COM LICENSE: 4 YEAR
70031	\$	49.95	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, SINGLE BAY
73010	\$	50.55	LOWRIDER, HEADBAND, FLEX
73030	\$	505.95	CAMERA SYSTEM, AXON FLEX
73055	\$	505.95	CAMERA SYSTEM, AXON FLEX, OFFLINE
85082	\$	515.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD
26764	\$	52.07	REPLACEMENT BATTERY, KIT, TASER CAM HD
11501	\$	52.37	HOLSTER, BLACKHAWK, RIGHT, X26P
11504	\$	52.37	HOLSTER, BLACKHAWK, LEFT, X26P
26810	\$	521.13	TASER CAM, TCHD
22010	\$	53.59	PPM, BATTERY PACK, STANDARD, X2/X26P
22012	\$	53.59	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P
26820	\$	547.24	TASER CAM, AS, TCHD
73058	\$	55.61	LOW RIDER, HEADBAND, LARGE, FLEX
44550	\$	556.60	SUIT, SIM, MODEL II
26702	\$	56.42	CDPM, BATTERY PACK, ASSEMBLED
85078	\$	588.00	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT
87005	\$	597.00	BASIC EVIDENCE.COM LICENSE: 5 YEAR
85435	\$	6.00	EVIDENCE.COM STORAGE (GB)-4 YEAR CONTRACT
73005	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 36"
73022	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 18
73023	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 48
73025	\$	6.02	CABLE, STRAIGHT TO STRAIGHT, 36
73026	\$	6.02	CABLE, STRAIGHT TO STRAIGHT, 48
73027	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 18
73028	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36
73029	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 48
80100	\$	6.58	CUSTOMER CARE, LASER, ENGRAVING
85002	\$	60.67	Taser Cleaning Kit

88002	\$	600.00	STANDARD EVIDENCE.COM LICENSE: 2 YEAR
85088	\$	612.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR
11010	\$	62.69	XPPM, BATTERY PACK, X26P
22011	\$	64.72	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P
22501	\$	64.72	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B
22504	\$	64.72	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B
11015	\$	65.95	XAPPM, BATTERY PACK, X26P
73065	\$	657.75	TRIAL KIT, AXON BODY, PILOT
73066	\$	657.75	KIT, AXON BODY, FULL SOLUTION
85056	\$	7,500.00	PREMIUM SERVICE
85535	\$	7.50	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT
70030	\$	79.95	EXTENDED WARRANTY, 2 YEAR,EVIDENCE.COM DOCK, HUB
73020	\$	8.05	UNIVERSAL MAGNET, CLIP, FLEX
85087	\$	828.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR
26511	\$	866.22	X26E KIT - BLACK/SILVER, DPM, W/O HOLSTER
26523	\$	866.22	X26E KIT - YELLOW/BLACK, DPM, W/O HOLSTER
26550	\$	866.22	X26E KIT - BLACK/BLACK, DPM, W/O HOLSTER
26512	\$	871.38	X26E KIT - BLACK/SILVER, XDPM, W/O HOLSTER
26524	\$	871.38	X26E KIT - YELLOW/BLACK, XDPM, W/O HOLSTER
26549	\$	871.38	X26E KIT - BLACK/BLACK, XDPM, W/O HOLSTER
11002	\$	884.34	HANDLE, BLACK, CLASS III, X26P
11003	\$	884.34	HANDLE, YELLOW, CLASS III, X26P
88003	\$	900.00	STANDARD EVIDENCE.COM LICENSE: 3 YEAR
85080	\$	925.00	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P
85084	\$	925.00	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P
89002	\$	936.00	PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR
26730	\$	97.95	WARRANTY, 1YR, CUSTOMER CARE

**STATE OF NEW JERSEY**PROCUREMENT BUREAU  
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230**TERM CONTRACT**POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE

NUMBER : A81321  
DATE : 04/27/12  
BUYER : JACKIE KEMERY  
PHONE : (609) 984-6239  
EFFECTIVE DATE : 05/01/12  
EXPIRATION DATE : 04/30/15  
T-NUMBER : T0106  
CONTRACTOR : TASER INTERNATIONAL INC

PAGE: 1

TASER INTERNATIONAL INC  
17800 NORTH 85TH ST  
SCOTTSDALE

AZ 85255

VENDOR NO. : 860741227 00  
VENDOR PHONE : (800)978-2737  
FEIN/SSN : 860741227  
REQ AGENCY : 822050  
PROCUREMENT BUREAU  
AGENCY REQ NO. :  
PURCH REQ NO. : 1039378  
FISCAL YEAR : 12  
COMMODITY CODE : 68004  
SOLICITATION # : 21817  
BID OPEN DATE : 01/11/12

TERM CONTRACT FROM: 05/01/12 TO: 04/30/15 ESTIMATED AMOUNT: \$ 150,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:05/01/12  
CONTRACT ENDING ORDERING PERIOD DATE IS:04/30/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN AS SPECIFIED ELSEWHERE UNLESS  
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
SCHEDULE IS ENCLOSED HEREIN: YES
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: NO ; DATE REQUIRED 00/00/00  
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS: 1679151
9. AWARDED LINES: YOU WERE AWARDED 1 LINES FROM THE SOLICITATION NUMBER 21817 .  
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 21817 INCLUDING ANY ADDENDA  
THERE TO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

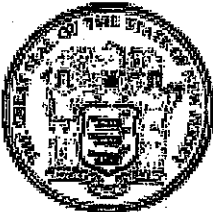
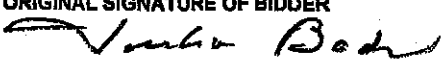
*Jackie Kemery 4/30/12*  
FOR DIRECTOR DATE  
DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY



PRICE SHEET		TERM CONTRACT			
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A81321 T-NUMBER : T0106  CONTRACTOR: TASER INTERNATIONAL INC			PAGE  2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00070	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY  COMMODITY CODE: 680-92-082838 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: LESS LETHAL WEAPONS BRAND: TASER INTERNATIONAL  P/L DATED: 10/21/11 AND 12/05/11	1	EACH	NET	

<b>SIGNATORY PAGE</b>	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 12-X-21817</b>
	<b>FOR: POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE</b>  <b>ESTIMATED AMOUNT:</b> \$ 0.00 <b>CONTRACT EFFECTIVE DATE:</b> May 01, 2012 <b>CONTRACT EXPIRATION DATE:</b> April 30, 2015 <b>COOPERATIVE PURCHASING:</b> YES <b>SET ASIDE:</b> NONE	Term Contract #: T0106 Requesting Agency: PURCHASE BUREAU Requisition #: 1039379  <b><u>TO ASK QUESTIONS CONCERNING THE CONTENTS OF THIS RFP:</u></b> Please go to the Advertised Solicitation Current Bid Opportunities Web Page and click on the Quicklink button labeled Q&A. <a href="http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml</a>
<b>PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:</b>		
1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2:00 PM ON January 11, 2012 AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, EMAIL, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): DEPARTMENT OF THE TREASURY PURCHASE BUREAU, PO BOX-230 33 WEST STATE STREET - 9TH FLOOR TRENTON, NEW JERSEY 08625-0230		
2) THE BIDDER MUST SIGN THE PROPOSAL. 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT. 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK. 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER. 6) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. SEE N.J.S.A. 52:25-24.2). SEE THE ADVERTISED SOLICITATION, CURRENT BID OPPORTUNITIES WEBPAGE <a href="http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml</a> 7) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):		
8) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).		
<b>ADDITIONAL REQUIREMENTS</b>		
9) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY EXECUTIVE BRANCH EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE PROPOSAL.		
10) PERFORMANCE SECURITY: \$ N/A OR N/A % 11) AN AFFIRMATIVE ACTION FORM SEE THE ADVERTISED SOLICITATION, CURRENT BID OPPORTUNITIES WEBPAGE. <a href="http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml</a> 12) PAYMENT RETENTION N/A % 13) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER CONSENTS TO RECEIPT OF ANY AND ALL DOCUMENTS RELATED TO THIS RFP AND THE RESULTING CONTRACT BY ELECTRONIC MEDIUM OR FACSIMILE.		
<b>TO BE COMPLETED BY BIDDER</b>		
14) FIRM NAME: TASER International, Inc. CITY: Scottsdale ADDRESS 1: 17800 North 85th Street STATE: Arizona ADDRESS 2: ZIP: 85255		
15) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ N/A OR N/A %. CHECK THE TYPE OF BID SECURITY SUPPLIED: <input type="checkbox"/> ANNUAL BID BOND ON FILE <input type="checkbox"/> BID BOND ATTACHED <input checked="" type="checkbox"/> NONE <input type="checkbox"/> CERTIFIED OR CASHIERS CHECK ATTACHED <input type="checkbox"/> LETTER OF CREDIT ATTACHED		
16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER. 17) REQUESTED DELIVERY: 14 DAYS AFTER RECEIPT OF ORDER		
18) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS.		
19) BIDDER PHONE NO: (800) 978-2737 EXT: _____		
20) BIDDER FAX NO: (480) 991-0791 EXT: _____		
21) BIDDER EMAIL ADDRESS: jbode@taser.com		
22) FEDERAL EMPLOYER IDENTIFICATION NUMBER 86-0741227		
23) NEW JERSEY VENDOR NUMBER 1679151		
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.		
24) ORIGINAL SIGNATURE OF BIDDER 		25) DATE January 09, 2012
26) PRINT/TYPE NAME Julia Bode		27) TITLE Vice President of Sales Operations

1. Pursuant to Section 3 of the Division of Purchase and Property's Request for Proposal 12-X-21817, TASER International, Inc. ("TASER") submits the following questions and requested edits regarding the State Division of Purchase and Property Request for Proposal 12-X-21817:

- a. Regarding Section 3.1.5.1, Page 16, TASER requests that the phrase, "Contractors must provide new, current production items," supersedes Section 5.11(a) page 7, of the New Jersey Standard Terms and Conditions V3, in relation to both the X2 and X26 Electrical Control Devices being approved for usage in New Jersey. The X2 is the "latest" model of an Electrical Control Device, but both are "current production items".
- b. In regards to Section 3.4, page 17, of the Division of Purchase and Property's Request for Proposal 12-X-21817, please revise it to read as follows:

**All units are to carry the standard manufacturer's warranty and/or guarantee. A copy of this warranty and/or guarantee is to accompany the unit when delivered. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the Using Agency.**

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

**All deliveries are to be F.O.B. shipping port.**

**In the event of manufacturer's price decrease during the contract period, Using Agencies shall receive the full benefit of such price reduction on any subsequently placed purchase order. The Director must be notified in writing of any price reduction within five (5) days of the effective date.**

- c. In regards to Section 3.8, page 18, of the Division of Purchase and Property's Request for Proposal 12-X-21817, please revise this section and strike the current language in Section 3.8 in its entirety and replace it with:

**After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.**

1. Pursuant to Section 1 of the State of New Jersey Standard Terms and Conditions, TASER International, Inc. ("TASER") submits the following questions and requested edits regarding the State of New Jersey Standard Terms and Conditions :

- a. In regards to Section 4.1(a) of the State of New Jersey Standard Terms and Conditions, please revise this section and strike the current language in Section 4.1(a) in its entirety and replace it with:

**a. Indemnification of Third Party Claims. Contractor will defend, indemnify, and hold harmless the State of New Jersey and its employees from any and all claims, actions, lawsuits, judgments, losses, liabilities, demands of litigation, costs and expenses, based on: (a) a defect in contractor's products; (b) contractor's negligence or intentional tort; or (c) any claim that any of contractor's product infringes a U.S. patent, trademark, copyright, or other intellectual property right. This obligation to indemnify, defend, and hold harmless does not apply to any claim, damages, liability, or litigation based on misuse or alteration of the contractor's product, use of force by the State of New Jersey, its employees or agents, or any negligence, willful misconduct, or intentional tort of the State of New Jersey, its employees, agents, any customer, or user of the contractor's products.**

- b. In regards to Section 4.2(a) of the State of New Jersey Standard Terms and Conditions, please revise it to read as follows:

**a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent.**

- c. In regards to Section 5.11(a) of the State of New Jersey Standard Terms and Conditions, please revise it to read as follows:

**a. The equipment offered is standard new equipment, and is one of the manufacturer's active models in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.**

- d. In regards to Section 5.11(d) of the State of New Jersey Standard Terms and Conditions, please delete this section in its entirety.

- e. In regards to Section 5.11(e) of the State of New Jersey Standard Terms and Conditions, please revise it to read as follows:

**e. If a valid warranty claim is received by the contractor within the warranty period, the contractor agrees to repair or replace the product which the contractor determines in its sole discretion to be defective under normal use, as defined in the written or video instructions that accompanied the product at the time of purchase. The Contractor's sole responsibility under its warranty is to either repair or replace with the same product or a like product, at the contractor's option.**

- 2. Additionally, please provide clarification on what the "standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey" (as referenced in Section 4.2(a) of the State of New Jersey Standard Terms and Conditions) encompasses or, in the alternative, where a copy of these documents may be located.

2. Pursuant to Section 4 of the Division of Purchase and Property's Request for Proposal 12-X-21817, TASER International, Inc. ("TASER") submits the following questions and requested edits regarding the State Division of Purchase and Property Request for Proposal 12-X-21817:

- a. In regards to Section 4.4.5.1, page 25, of the Division of Purchase and Property's Request for Proposal 12-X-21817, please revise it to read as follows:

**Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Shipping Port. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.**

**State of New Jersey  
Division of Purchase and Property  
Standard Forms Certification**

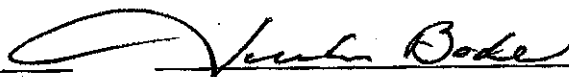
This certification will serve as your official signature for the following forms presented within this document packet.

1. Ownership Disclosure Form
2. Disclosure of Investigations and Actions Involving Bidder Form

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

I certify that the signature on this page has the effect of and constitutes a signature on every page of the forms listed on this page.

**Company Name:** TASER International, Inc.



**(Signature)**

**Address:** 17800 North 85th Street

Julia Bode

**(Name)**

Scottsdale, AZ 85255

Vice President of Sales Operations

**(Title)**

**FEIN/SSN:** 86-0741227

01/09/2012

**(Date)**

**State of New Jersey  
Division of Purchase and Property  
Ownership Disclosure Form**

**Bid Number:** 12-X-21817

**Bidder/Offoror:** TASER International, Inc.

**Complete All Questions Below**

- |                                                                                                                                                                                                                                                                                                                                                                                                                     | YES                      | NO                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)                                                                                                                                                                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)                                                                                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in the corporation or partnership. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

Include the name, home address, and date of birth, of all officers of the bidder/offoror named above. If an officer has no ownership interest, so indicate with a zero.

Name _____	Date of Birth _____
Office Held _____	Ownership Interest (Shares Owned or % of Partnership) _____
Officer <input type="checkbox"/> yes <input checked="" type="checkbox"/> No	
Home Address _____	

**Add Ownership Info**



**State of New Jersey**  
**Division of Purchase and Property**  
**Disclosure of Investigations and Actions Involving Bidder**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

**Investigation:**

Indicate "NONE" in the "Person or Entity" field if no investigations were undertaken.

Person or Entity <u>NONE</u>	Date of Inception _____
Disposition Status (If applicable) _____	
Brief Description _____	
Bidder Contact _____	Bidder Phone _____
Additional Information _____	

Add Investigation Info

**Litigation/Administrative Complaints:**

Indicate "NONE" in the "Person or Entity" field if no Litigation/Administrative Complaints.

Person or Entity <u>NONE</u>	Date of Inception _____
Disposition Status (If applicable) _____	Caption of Action _____
Brief Description _____	
Bidder Contact _____	Bidder Phone _____
Additional Information _____	

**Add Litigation Info**

# STATE OF NEW JERSEY BIDDER DATA SHEET

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND CAPABILITY TO PERFORM THE CONTRACT SCOPE OF WORK.

## CUSTOMER SERVICE CONTACT DATA

NAME OF BIDDER'S REPRESENTATIVE TO BE CONTACTED IF INFORMATION, SERVICE, OR PROBLEM-SOLVING IS REQUIRED BY THE USERS OF THE CONTRACT. THIS SERVICE SHALL BE AVAILABLE AT NO ADDITIONAL CHARGE.

<b>Name of Bidding Entity:</b>	TASER International, Inc.	<b>Telephone Number:</b>	800-978-2737
<b>Name of Representative:</b>	Julia Bode	<b>Fax Number:</b>	480-991-0791
<b>Address:</b>	17800 North 85th Street	<b>Number of Years Conducting Business:</b>	18
<b>City:</b>	Scottsdale	<b>State:</b>	Arizona
		<b>Zip:</b>	85054

## REFERENCE - SATISFACTORY CUSTOMER SERVICE

COMPLETE REFERENCE INFORMATION FOR TABLES 1 and 2. NOTE: FOR EACH REFERENCE LISTED, ALL FIELDS SHOULD BE COMPLETED. IF NO REFERENCES, INDICATE "NONE" IN THE APPROPRIATE TABLE.

1. LIST CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF NEW JERSEY WITHIN THE LAST THREE (3) YEARS AND PROVIDE THE INFORMATION REQUESTED FOR EACH COLUMN.

CONTRACT/PROJECT NAME	CONTRACT NUMBER	AGENCY NAME	AGENCY CONTACT REPRESENTATIVE	TELEPHONE NUMBER
None	None	None	None	None
None	None	None	None	None
None	None	None	None	None

2. LIST OTHER CONTRACTS OF SIMILAR SIZE AND SCOPE PERFORMED WITHIN THE LAST THREE (3) YEARS AND PROVIDE THE INFORMATION REQUESTED FOR EACH COLUMN.

CONTRACT/ PROJECT NAME	CONTRACT DURATION	CLIENT NAME	CLIENT CONTACT REPRESENTATIVE	TELEPHONE NUMBER
TASER X26 Equip. & Access. - AMD 01	3 years	Los Angeles County	Imalinda Rennegarbe	323-267-2303
Contract No. MA-HPD-1100032	1 year	City and County of Honolulu	Cynthia Fox	808-768-3776

## TERMINATED CONTRACTS

PROVIDE A LIST OF CONTRACTS TERMINATED FOR CAUSE PRIOR TO THEIR NATURAL EXPIRATION DATE DURING THE LAST THREE (3) YEARS AND PROVIDE THE INFORMATION REQUESTED IN EACH COLUMN. NOTE: IF NO CONTRACTS WERE TERMINATED FOR CAUSE DURING THE LAST THREE YEARS, ENTER "NONE".

CLIENT NAME	CONTACT NAME	TELEPHONE NUMBER	REASON FOR TERMINATION
None	None	None	None
None	None	None	None
None	None	None	None

1. FID. NO. OR SOCIAL SECURITY 86-0741227	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 316
4. COMPANY NAME TASER International, Inc		
5. STREET 17800 North 85th Street	CITY Scottsdale	COUNTY Maricopa
		STATE AZ
		ZIP CODE 85255
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NA		CITY  STATE  ZIP CODE  
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ    0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT    288		
10. PUBLIC AGENCY AWARDED CONTRACT Division of Purchase and Property, Dept of Treasury	CITY Trenton	COUNTY Mercer
		STATE NJ
		ZIP CODE 08608
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees				***** MALE *****					***** FEMALE *****			
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	49	43	6	1	4	0	2	36	0	0	0	0	6
Professionals	50	43	7	1	0	0	4	38	0	0	0	2	5
Technicians	18	18	0	1	3	0	0	14	0	0	0	0	0
Sales Workers	12	10	2	0	1	0	0	9	0	0	0	0	2
Office & Clerical	40	16	24	0	1	0	0	15	0	2	0	0	22
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	146	43	103	2	16	0	3	22	0	30	2	2	69
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	1	1	0	0	1	0	0	0	0	0	0	0	0
Total	316	174	142	5	26	0	9	134	0	32	2	4	104
Total employment From previous Report (if any)													
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
								4					3

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Information gathered through the EEO report generated from ADP (payroll).	14. IS THIS THE FIRST Employee Information Report Submitted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: 12/1/2011    TO: 12/15/11		

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Marcy Rignol	SIGNATURE 	TITLE Human Resources	DATE 12/14/11
17. ADDRESS NO. & STREET 17800 North 85th Street	CITY Scottsdale	COUNTY Maricopa	STATE    ZIP CODE    PHONE, AREA CODE, NO. AZ    85255    480-905-2011

I certify that the information on this form is true and correct.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and election for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

\* **NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE**

**COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is one, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206**

**Trenton, New Jersey 08625-0206**

**Telephone No. (609) 292-5473**

## COOPERATIVE PURCHASING FORM

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	SOLICITATION NUMBER: 2012-X-21817 BIDDERS NAME: TASER International, Inc. BIDDERS FEIN: 86-0741227000
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### IMPORTANT NOTICE

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

#### AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, VOLUNTEER FIRST AID SQUADS AND RESCUE SQUADS TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MUST AFFIRMATIVELY INDICATE ITS CONSENT TO SUCH EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF THE RFP, AT THE TIME OF CONTRACT AWARD, OR AT ANY TIME DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES ☒ NO ☐

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO".

**NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD, OR AT ANY TIME DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT.**



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

January 9, 2012

## SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

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

- Electronic control devices (ECDs):
  1. TASER X2™ Models: 22002, and 22003.
  2. TASER X3® Models: 33209, and 33210.
  3. TASER X26™ Models: 26511, 26523, 26517, 26011, 26014, 26026, 26023, 26020, 26017, 26311, 26314, 26326, 26323, 26320, 26317, 26512, 26524, 26518, 26012, 26015, 26027, 26024, 26021, 26018, 26312, 26315, 26327, 26324, 26321, 26318, 26029, 26049, 26082, 26083, 26088, 26089, 26092, 26097, 26095, 26096, 26093, 26094, 26084, 26085, 26086, and 26087.
  4. TASER X3W™ Models: 33228, and 33229.
- Optional Extended Warranties for ECDs:
  1. X2 ECD - 4-year extended warranty, item number 22014.
  2. X26 ECD - 1-year extended warranty, item number 26730.
  3. X26 ECD - 4-year extended warranty, item number 26744.
  4. X3 ECD - 1-year extended warranty, item number 33500.
  5. X3 ECD - 3-year extended warranty, item number 33501.
  6. X3W ECD - 1-year extended warranty, item number 33503
  7. X3W ECD - 2-year extended warranty, item number 33502
- TASER ECD cartridges compatible with the X26, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):
  1. 15-foot Model 34200.
  2. 21-foot Model 44200.
  3. 21-foot non-conductive Model 44205.
  4. 25-foot Model 44203.
  5. 35-foot Model 44206.
- TASER Smart cartridges compatible with the X2, X3, and X3W ECDs (required for these ECDs to function in the probe deployment mode):
  1. 15-foot Model 22150.
  2. 25-foot Model 22151.
  3. 35-foot Model 22152.
  4. Inert Simulator 25-foot Model 22155.
  5. 25-foot non-conductive Model 22157.
- TASER CAM™ recorder, Model 26750 (full video and audio) and 26753 (full video and **NO** audio).
  1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.
- TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.
  1. TASER CAM HD replacement battery, Model 26764.
  2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
  3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.



- Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.
- Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203
- TASER eXtended Range Electronic Projectile (XREP®), Models 50002 and 50005. TASER International's XREP rounds may be fired by the TASER X12™ Less Lethal Shotgun (LLS) by Mossberg, manufactured by Mossberg®, TASER Model 50024.
- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- TASER AXON™ system:
  1. AXON Tactical Computer (ATC) Model 70000.
  2. AXON Com Hub user interface Model 70001 (regular length cable) and 70002 (long cable).
  3. AXON HeadCam headgear Model 70010.
  4. AXON Headband Model 70011.
  5. AXON Ballcap Mount Model 70944.
  6. AXON Collar Mount Model 70022.
  7. AXON Bat Holster Model 70900.
  8. AXON Radio Integration Cable 3.5 MM Motorola Model 70918.
  9. AXON Training Model 85014.
  10. AXON Kit Model 70941 (Includes 70000, 70001, 70010, and 70011).
  11. SYNAPSE™ Evidence Transfer Manager (ETM) Models 70926, 70927, 70928, 70936 and 70929.
  12. EVIDENCE.com™ services 1-year subscription license Model 85018.
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

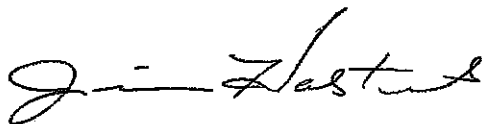
Mossberg® is a registered trademark of O.F. Mossberg & Sons, Inc.

AXON™, EVIDENCE.com™, Smart™, SYNAPSE™, TASER CAM™, X2™, X3W™, X12™ and X26™ are trademarks of TASER International, Inc., and TASER®, XREP® and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

<p><b>TASER International</b>  <b>17800 N. 85<sup>th</sup> Street</b>  <b>Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p><b>TASER International, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street</b>  <b>Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>
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Please contact us at 1-800-978-2737 with any questions.

Sincerely,



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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TASER INTERNATIONAL, INC.

**Trade Name:**

**Address:** 17800 N 85TH ST  
SCOTTSDALE, AZ 85255

**Certificate Number:** 1679151

**Effective Date:** November 30, 2011

**Date of Issuance:** December 14, 2011

**For Office Use Only:**

20111214163511073



State of New Jersey  
Division of Purchase and Property  
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

Agency Contact Information

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

Part 1: Vendor Information

Full Legal Business Name TASER International, Inc.  
(Including trade name if applicable)

Business Type

☒ Corporation

☐ Limited Partnership

☐ Professional Corporation ☐ General Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Liability Partnership

Address 1 17800 North 85th Street Address 2 \_\_\_\_\_

City Scottsdale State Arizona Zip 85255 Phone (800) 978-2737

Vendor Email jbode@taser.com Vendor FEIN 860741227

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

- a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:

- (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,  
(ii) Any State, county, **municipal** political party committee; OR  
(iii) Any **legislative leadership committee**.

- b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR  
(ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

- c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR  
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE:** Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

☒ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

#### Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☒ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name

Julia Bode

Print Name

Julia Bode

Phone Number

(800) 978-2737

Date

01/09/2012

Title/Position

Vice President of Sales Operations

#### **Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

**Price List for 12-X-21817**  
**Police and Homeland Security Equipment and Supplies**

**Less Lethal Weapons (Category 7)**

\*\* Bidders must complete all columns on this price sheet.

Line #	Brand	% Discount	Price List Date	Price List No.	Bidder to Indicate Type of Price List (Retail, Jobber, List, Etc.)	Bidder to Indicate Specific Page #s in Price List	Catalog Date	Catalog #	Bidder to Indicate Specific Page #s in Catalog
67	Pepper Ball								
68	FNH								
69	Karbon Arms								
70	Taser International	0%	10/21/2011	X2 LE Agency Pricing T-C 10_21_11	List	1	N/A	N/A	N/A
70	Taser International	0%	12/5/2012	X26 2012 LE pricing T-C	List	1, 2	N/A	N/A	N/A
	Additional								

**Laser Guns/Radar Guns (Category 8)**

\*\* Bidders must complete all columns on this price sheet.

Line #	Brand	% Discount	Price List Date	Price List No.	Bidder to Indicate Type of Price List (Retail, Jobber, List, Etc.)	Bidder to Indicate Specific Page #s in Price List	Catalog Date	Catalog #	Bidder to Indicate Specific Page #s in Catalog
71	Laser Technology								
72	MPH Industries								
73	Stalker Radar (Applied Concepts)								
	Additional								



17800 N. 86<sup>th</sup> St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

### 2012 Law Enforcement Pricing – X26E™ Electronic Control Device (ECD)

Model	Product Description	Agency Price	MSRP / Individual Officer Price
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#### **X26E Kit: Digital Power Magazine (DPM) kit – without holster**

26511	X26E Black / Silver grip plates without holster	\$807.00 ea	\$907.00 ea
26523	X26E Yellow / Black grip plates without holster	\$807.00 ea	\$907.00 ea
26550	X26E Black / Black grip plates without holster	\$807.00 ea	\$907.00 ea

#### **X26E Kit: eXtended Digital Power Magazine (XDPM) kit – without holster**

26512	X26E Black / Silver grip plates without holster	\$812.00 ea	\$912.00 ea
26524	X26E Yellow / Black grip plates without holster	\$812.00 ea	\$912.00 ea
26549	X26E Black / Black grip plates without holster	\$812.00 ea	\$912.00 ea

#### **Digital Power Magazine**

26700	DPM - Digital Power Magazine -- 195 5-second firings at room temp	\$33.95 ea	\$38.95 ea
26701	XDPM - Extended Digital Power Magazine -- 195 5-second firings at room temp	\$38.95 ea	\$43.95 ea

#### **Customer Care Extended Warranty (no battery included)**

26730	One year extended customer care warranty	\$89.95 ea	\$99.95 ea
26744	Four year extended customer care warranty	\$184.95 ea	\$209.95 ea

#### **Controlled Digital Power Magazine**

26702	CDPM - Controlled Digital Power Magazine - Adds disconnect / deactivate safety feature to X26E	\$51.95 ea	\$61.95 ea
26703	CDPM Start-Up Kit -- Includes 1 Configure DPM, 1 Deconfigure DPM, 1 CDPM, and Carry case	\$179.95 ea	\$204.95 ea

#### **Accessories**

26750	TASER CAM™ Audio/Video Recording for Enhanced Accountability (United States)	\$411.95 ea	\$511.95 ea
26753	TASER CAM™ (United States) – Disabled Audio Recording	\$411.95 ea	\$511.95 ea
26737	TASER CAM™ USB Download Kit <b>**No cost item**</b>	N/C	N/C
26500	X26E USB Dataport Download Kit (Windows® 98se, NT, 2000, XP compatible)	\$159.95 ea	\$169.95 ea
80001	Conductive Metallic Paper Practice Target, two-part - FRONT	\$12.95 ea	\$14.95 ea
80000	Conductive Metallic Paper Practice Target, two-part - BACK	\$12.95 ea	\$14.95 ea
85002	M26™/X26 Maintenance and Cleaning Kit	\$59.95 ea	\$69.95 ea
85000	TASER Cartridge w/ alligator clips (Training Use Only)	\$45.00 ea	\$55.00 ea
44550	TASER® Simulation Training Suit (For scenario-based training exercises)	\$550.00 ea	\$600.00 ea
80100	Custom Laser Engraving *For M26 and X26 handles (Minimum order quantity of 10)	\$6.50 ea	\$7.50 ea

#### **Cartridges**

34200	15ft (4.57m) *Yellow Blast Door / Training Use	\$19.95 ea	\$32.95 ea
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Model	Product Description	Agency Price	MSRP / Individual Officer Price
44200	21ft (6.4m) *Silver Blast Door / Field Use	\$21.95 ea	\$34.95 ea
44203	25ft (7.62m) XP™ (Extra Penetration) *Green Blast Door / Field Use	\$24.95 ea	\$37.95 ea
44206	35ft (10.67m) XP (Extra Penetration) *Non-Reversible / Orange Blast Door / Tactical Field Use	\$32.95 ea	\$45.95 ea
44205	21ft (6.4m) Non-Conductive Simulation *Blue/Blue Blast Door / Training Use	\$20.97 ea	\$33.97 ea

#### **Holsters**

44952	Blade-Tech® Short Hood with Thumb Break and Tek-Lok® Holster – Right hand	\$32.95 ea	\$36.95 ea
44953	Blade-Tech® Short Hood with Thumb Break and Tek-Lok® Holster – Left hand	\$32.95 ea	\$36.95 ea
44972	BLACKHAWK® Serpa holster – Right hand	\$32.95 ea	\$36.95 ea
44973	BLACKHAWK® Serpa holster – Left hand	\$32.95 ea	\$36.95 ea

***For optional holsters, apparel or other accessories, please contact TASER International.***

\*TASER CAM™ with disabled audio recording is intended for states in which audio recording is prohibited. Check Local Laws.

\*15 foot, 21 foot, 25 foot, and 35 foot cartridges are compatible with TASER® Models M26™ and X26 electronic control devices.

**Attached Terms and Conditions apply to all orders received by TASER International Inc.**

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





**TASER**  
PROTECT LIFE

**TASER International, Inc.'s Sales Terms and Conditions  
Direct Sales to End User Purchasers  
(applies to all direct purchases by internet or phone)  
(Effective June 27, 2011)**

**1. AFID Registration.** For the TASER ECDs and TASER cartridges, you must complete the product registration and, where applicable, return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

**2. Final Sales.** All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

**3. Payment Terms.** Terms of payment are within TASER's sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

**4. Taxes.** Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

**5. Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

**6. Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**7. Not For Resale or Export.** You agree and represent that you are buying only for your own use only, and not for resale

or export. Shipping TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

**8. Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty 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, TASER 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 TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER'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 TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER 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 TASER 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 the 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. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**9. Product Warnings.** See TASER's website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**10. Proprietary information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**11. Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

**12. Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. Entire Agreement.** These Sales Terms and Conditions constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements are intended to be discharged or nullified.

**14. Governing law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

BLACKHAWK® is a registered trademark of BLACKHAWK Products Group. Blade-Tech® is a registered trademark of Blade-Tech Industries.

M26™, TASER CAM™, X-Rail™, XP™, X26™, X26C™, X26E™ and 'Protect Life' are trademarks of TASER International, Inc., and TASER® and Ⓢ are registered trademarks of TASER International, Inc., registered in the U.S. © 2012 TASER International, Inc. All rights reserved.



17800 N. 85<sup>th</sup> St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

## 2011 TASER® X2™ ECD Law Enforcement Pricing

Model	Product Description	Agency Price
See Below	TASER® X2™ Black or Yellow ECD with Power Magazine (PPM or TPPM only)	\$999.95 ea

### **X2 Electronic Control Devices (Handle Only without Power Magazine, choose one)**

22002	Black X2 ECD	\$950.00 ea
22003	Yellow X2 ECD	\$950.00 ea

### **X2 Power Magazines (Choose one)**

22010	Performance Power Magazine (PPM)	\$49.95 ea
22012	Tactical Performance Power Magazine (TPPM)	\$49.95 ea

### **X2 Power Magazine (Optional)**

22011	Automatic Shut-Down Power Magazine (APPM)	\$59.95 ea
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### **Optional Accessories**

#### **X2 Dataport Download Kit**

22013	X2 Dataport Download Kit	\$159.95 ea
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#### **X2 Holsters\***

22500	Holster, X2, Right Hand, Blade-Tech®	\$59.95 ea
22503	Holster, X2, Left Hand, Blade-Tech	\$59.95 ea
22501	Holster, X2, Right Hand, Blackhawk!®	\$59.95 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$59.95 ea
22502	Holster, X2, Right Hand, Safariland™	\$59.95 ea
22505	Holster, X2, Left Hand, Safariland	\$59.95 ea

#### **Customer Care Extended Warranty**

22014	4-year Extended Warranty	\$299.99 ea
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#### **X2 Training**

22015	Online X2 Training	\$29.95 ea
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#### **X2 Smart™ Cartridges\*\***

22150	15' Live Smart Cartridge	\$26.95 ea
22151	25' Live Smart Cartridge	\$28.95 ea
22152	35' Live Smart Cartridge	\$29.95 ea
22155	Inert Simulator 25' Smart Cartridge	\$29.95 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$27.95 ea

#### **TASER CAM™ HD Recorders**

26810	TASER CAM HD Recorder	\$499.95 ea
26820	TASER CAM HD Recorder with Automatic Shut-Down (AS) Feature	\$524.95 ea
26764	TASER CAM HD Replacement Battery	\$49.95 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$149.95 ea

\*Safariland Holster not available for sale outside the U.S.

\*\*15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® ECDs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 ECD.

Attached Terms and Conditions apply to all orders received by TASER International Inc.

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



**TASER International, Inc.'s Sales Terms and Conditions**  
**Direct Sales to End User Purchasers (applies to all direct purchases)**  
**(Effective March 31, 2011)**

**1. All Sales Are Final.** All sales are final and no refunds are allowed.

**2. Pricing** Prices subject to change and or revision without notice. Pricing for Law Enforcement/Correctional Agencies in the United States and Canada Only. Must be a government agency, corrections facility, or a sworn law enforcement officer to purchase.

**3. AFID Registration.** For the Smart cartridges, you must complete and return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

**4. Taxes.** Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

**5. Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. All orders are shipped F.O.B. Scottsdale, AZ via Fed-Ex ground and billed as a separate line item on invoice. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

**6. Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**7. Not For Resale or Export.** You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

BLACKHAWK® is a registered trademark of BLACKHAWK® Products Group. Blade-Tech® is a registered trademark of Blade-Tech Industries. Safariland is a trademark of Safariland Ltd., Inc.

Smart™, TASER CAM™, X2™, 'Protect Life' and Ⓢ are trademarks of TASER International, Inc., and TASER® and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

**8. Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**9. Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty 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, TASER 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 TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER'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 TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER 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 TASER 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 the 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. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**10. Proprietary Information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**11. Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

**12. Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. Entire Agreement.** These Sales Terms and Conditions constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement, purchase order, or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements are intended to be discharged or nullified.

**14. Governing law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

**PART 1**  
**Police and Homeland Security Equipment & Supplies –Statewide**  
**Bid Number 12-X-21817**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	Page 8	Section 1.5 – Price List and/or Catalog Pricing	<p>The bid states manufacturer's most current published price list must be submitted with the bid. If a manufacturer's price list is to be updated after the opening date but prior to the contract start date, may that price list be submitted? ie- bid opening date 1/11/12, mfg "XYZ Co" price list dated 3/1/12, expected contract start date 5/1/12.</p> <p>Also, in previous bids, the manufacturer was to submit their price list directly to the state. Is this still required?</p>	<p>No. As per Section 1.5, Paragraph 2, Sentence 1, the bidder must submit the most current published price list, prior to the bid opening date. That price list will be the price list in effect for the first year of the contract. As per Section 3.7 "Pricing Adjustments" bidder may submitted a new price list for each subsequent year of the contract.</p> <p>The manufacturer is not to submit the price list directly to the State as in prior years.</p>
2	Page 10	Section 3.1.2 – "Additional Brand Lines"	May more than one additional brand line be submitted per section?	Yes, Bidders may offer as many additional brands as they wish, as long as they equally fulfill the intent of the category in which the brand is offered.
3	Page 17	Section 3.4 – "Warranty"	Do paragraphs 3 & 4 pertain to this section?	No they do not. However, those paragraphs are part of the RFP and are a requirement of this procurement.
4	N/A	N/A	If a manufacturer bids directly, listing specific dealers, does the dealer also need to submit a bid?	No the dealer does not need to submit a bid for the dealers are bidding directly. However, the dealers must have a letter with their bid stating they are an authorized dealer/distributor of that brand.
5	N/A	N/A	If a Manufacturer is submitting a bid directly on the audible visual category, how will a labor line be awarded if the manufacturer does not submit a labor bid? At this point should a dealer submit a labor line only for consideration?	If a manufacturer is bidding directly for the audible visual category and wants to offer labor through its distributors the manufacturer's letter submitted with its proposal must state which dealers/distributors are authorized to provide installation, as well as, provide the dealer/distributor with a letter stating the same.
6	N/A	N/A	We are a company that is based and headquartered in New Jersey. We	Bidders will find an additional brand line at the end of each

#	Page #	RFP Section Reference	Question	Answer
			provide equipment to a large number of New Jersey law enforcement agencies and are one of the largest providers of law enforcement vehicle equipment in the world. We would like to request the opportunity to be listed as a vendor under either Category 8 or Category 11 as our equipment is specific to law enforcement vehicles.	category (respectively for this question categories 8 & 11) where they may add their brand name and provide their discount and/or hourly rates.
7	N/A	N/A	Can one bidder (manufacturer or distributor) submit price lists for multiple brands under one name (umbrella)?	No. Each brand shall have its own manufacturers price list submitted with its bid proposal as stated in Section 4.4.3 Submittals.
8	N/A	N/A	At the end of the 3 year period can a new price sheet be submitted to cover any subsequent extension periods.	A new price sheet can be submitted only if the State is requesting a full one year extension.
9	Signatory Page	#8	How do we know if our company should be registered? We are a small company; does this bid qualify as a set aside bid and should we register? If yes, please provide the link to where we would register.	This contract is not a small business set aside therefore #8 on the signatory page is not applicable to this procurement.
10	Signatory Page	#23	Where do we find our "New Jersey Vendor Number"?	A New Jersey Vendor Number is a number the bidder supplies. That number would be referenced on any payments made. This is not a necessary field that needs to be completed.
11	N/A	N/A	We are bidding our products and prices and naming authorized distributors in NJ from which to purchase from. How do I register this on-line?	If you are a manufacture bidding directly you are to follow the instructions outlined in Section 4.4.3.1 "Manufacturer's List of Authorized Dealer/Distributors".
12	N/A	N/A	We do not have a facility in NJ, and we are naming authorized distributors from which to buy our products from. Do we still need to have a NJ Business Registration Certificate?	Yes. If you are bidding directly you will need to have a NJ Business Registration Certificate, as well as all your listed distributors. Please refer to Section 4.4.2.1 "Business Registration" for further instructions.
13	N/A	N/A	What if the manufacturer does not have a price sheet on CD available?	As stated in the RFP bidders must submit it's pricing on a CD in an electronic machine readable, searchable format such as Excel or PDF. Failure to provide such CD price list will result in the rejection of its proposal for each price line a CD

#	Page #	RFP Section Reference	Question	Answer
				price list is not submitted.
14	N/A	N/A	I have read through the information all the information online and I can't find the detailed specifications for the rifles. Where would we be able to find this information?	There are no detailed specifications for any of the categories listed in this proposal. Bidders are simply providing a discount against a retail CD price list for each brand they would like to offer the State. The discount would cover the specific pages of the CD Price list that the bidder designates on the bid price sheets.
15	N/A	N/A	Is the "NEW JERSEY VENDOR NUMBER" (Block 23 of the SIGNATORY PAGE) our "Business Registration Certificate" Number? If not, where do we obtain a "NEW JERSEY VENDOR NUMBER"? Since my company is located in Delaware, are we required to have a "NEW JERSEY VENDOR NUMBER"?	Please refer to the answer for question 10.
13	N/A	N/A	Will the award of a contract under this RFP fall within the contemplation of the Prevailing Wage Act (i.e., State of New Jersey Standard Terms and Conditions, Section 2.3)?	Prevailing Wage is not applicable to this RFP.
16	N/A	N/A	In Category 14 of the above mentioned bid, (CBRNE Detection), it lists several providers. One of the companies listed manufactures some of the same products we manufacture. As such, I would like to know what are the items being sought in this category? Do you have specifications? More specifically, do they pertain to any x-ray scanning equipment (i.e. the kind used at courts, prisons, airports, etc.)?	<p>The State is looking for a discount from the manufacturer's price list. That discount would cover any items listed on the specific pages of the price list the bidder designates on the bid price sheets. Manufacturers may offer any brands not listed on the additional brand line item at the end of the category.</p> <p>There are no specific specifications. This is brands list contract that will allow State Agencies to shop for what best fits their needs.</p>
17	N/A	N/A	We are a metal detector manufacturer that had a NJ contract some time ago. We are looking to be placed on contract again but have an issue. We understand that the requirement is \$39,000.00 a year, but we are having trouble securing business in the state because of the lack of a contract. Is there any way around this such as a business plan, proof of sales that have occurred and potential sales in the pipeline or historical data.	Please refer to the answer to question 16. You would simply list your brand on the additional brand line item under the appropriate category.

#	Page #	RFP Section Reference	Question	Answer
			Please let me know anything I can do.	
16	N/A	N/A	We would like to add Brand items under different categories. Can you help us by elaborating the procedure?	Please refer to Section 3.1.2 of the RFP.
17	N/A	N/A	We are an out of state manufacturer and cannot bid electronically due to the fact that we are out of state. The business registration office needs two weeks before we get a business registration certificate. Can we bid without one or is there a temporary number we can get issued?	Bidders do not need to have business registration at the time of bid submission. However, if you are a potential awardee you will have to have a valid business registration before a contract number will be awarded.
18	N/A	N/A	What is the bid award date? We may not have a BRC at the time of bid submission.	The award date will be May 1, 2012. Also please refer to the answer to question number 17.
19	Signatory Page	N/A	Does the completed download and upload of the document consider this as being electronically signed - or does the State prefer that we print the document - sign it - and rescan this to a PDF document and upload accordingly.	In order to upload the Signatory Page the bidder will enter its pin number. This is in place of your signature. However, you may also print the document, sign it and then rescan to upload. Both are acceptable.
20	Page 8	Section 1.5 "Price List and/or Catalog Price"	Since the State has required the price sheets in excel or a searchable PDF file - is it acceptable for price sheet submission if the manufacturer price sheet is an excel workbook with multiple pages. (not all excel pages are formatted the same on each page to merge together)	Yes, that would be acceptable.
21	Page 26	Section 4.4.7 - {Price Sheet Instructions"	Additional brands: There is only 1 line for each category for addition of additional brand lines. Is it acceptable to add more than one brand to a category if applicable or is this restricted to adding just one additional brand.	Yes a bidder may bid more than one additional brand for each category.
22	N/A	N/A	Will the State accept a single bid on any line or do all lines items require more than one bid or at minimum two bids?	Not sure I understand the questions. Bidder may choose to bid on one or more line items requested in the RFP. However, if you are offering a new brand not already listed and you are a distribution offering that brand two or more bids need to be received for the State to consider an award for that brand.
23	N/A	N/A	If a bidder has current and ongoing access to the manufacturer's product	If manufacturer bids directly providing the State with a list of

#	Page #	RFP Section Reference	Question	Answer
			that is listed in the RFP, can the bidder bid at a competitive price that may be in the best interest of the State. Reference section # 4.4.3.1	distributors, and the distributor also bids directly for the same line item, the manufacture will receive the award unless the distributor provides a recent dated letter saying they are an authorized dealer specifically for 12-X-21817.
24	N/A	N/A	If the answer is yes to question #2, how would the State respond to a Manufacturer and/or Distributor restricting and/or reducing the establish discount to the bidder as a punitive action in response to the bidder bidding a discount greater than the discount offered by the Manufacturer and/or Distributor? The addition of 4.4.3.1 will seriously restrict the competitive intent of an RFP.	Please see the response the Question #23.
25	N/A	N/A	If a manufacturer is submitting a bid with their dealer/distributor list attached, how should the dealer/distributor bid on the hourly rate for Installation of Equipment? (Bid Line # 107, bid page # 13 of 24)	If a manufacturer is bidding directly for the audible visual category and wants to offer labor through its distributors the manufacture's letter submitted with its proposal must state which dealers/distributors are authorized to provide installation, as well as, provide the dealer/distributor with a letter stating the same.
26	Page 10	Section 3.1.3 "Measurements"	The provision provides for the ordering agency to have the option to take its own measurements. In order to limit potential sizing issues, please confirm whether the State of New Jersey would accept a bid which requires use of authorized service centers or certified trained personnel for sizing. Alternatively, please confirm that the user agency performing the sizing would accept responsibility for proper size and fit in accordance with the warranty provision, as well as costs for remakes, due to sizing or measurement.	The State will not accept authorized services centers. The State will require 24 hour turnaround time for certified trained personnel for sizing. The State will accept responsibility for proper size and file in accordance with the warranty provision, as well as costs for remakes, due to sizing or measurement.



**PART 2**  
**Police and Homeland Security Equipment and Supplies - Statewide**  
**Bid Number 12-X-21817**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			In response to the questions asked about modifying the State Standard Terms and Conditions and/or the requirements of the RFP – Bidder's are to submit its proposals outlining any modifications/exceptions to the State's Standard Terms and Conditions and/or RFP specifications. However, please note that taking exceptions to the State's T&C's and/or RFP specificaltons may result in the proposal being found non-responsive.



# Request for Proposal 12-X-21817

## For: Police and Homeland Security Equipment and Supplies

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <u>RFP Section 1.3.1</u> for more information.)	12/16/11	5:00 PM
<b>Mandatory/Optional Pre-bid Conference</b> (Refer to <u>RFP Section 1.3.5</u> for more information.)	N/A	N/A
<b>Mandatory/Optional Site Visit</b> (Refer to <u>RFP Section 1.3.4</u> for more information.)	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <u>RFP Section 1.3.2</u> for more information.)	01/11/12	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b>	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: November 29, 2011

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of State Using Agencies. The purpose of this RFP is to solicit proposals for Police and Homeland Security Equipment and Supplies

The intent of this RFP is to award contracts to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

This is a reprourement of the **Police and Homeland Security Equipment and Supplies** term contract, presently due to expire on **April 30, 2011**. Bidders interested in the current contract specifications and pricing information may review the current contracts T0106 and T106A (T106A was supplemental contract to T0106) at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

### **1.3.2 SUBMISSION OF PROPOSAL**

In order to be considered for award, the proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PROPOSAL RECEIVING ROOM – 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/QA.aspx>.

### **1.3.3 ELECTRONIC BIDDING (EBID)**

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Bid Training Sessions:**

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through proposal opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFP.

#### **1.4.4 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to bid opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

#### **1.4.5 PROPOSAL OPENING**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders

submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.7 BID/PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Supervisor of the Bid Review Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and be sent to the following address:

Department of the Treasury  
Purchase Bureau  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Bid Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.



#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

#### **1.5 PRICE LIST AND/OR CATALOG PRICING**

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. By signature, the bidder also acknowledges that any reference to conditions or provisions affecting the bid pricing as entered for the RFP price lines, including, but not limited to, minimum orders, order threshold charges, service charges, price escalation clauses, FOB shipping point limitations, and shipping charges, contained in the preprinted price lists, catalogs, and/or literature, is not a condition or provision of its proposal and will not be part of any State contract awarded as a result of this RFP.

The bidder must submit with its bid proposal, the manufacturer's most current published price list, prior to the bid opening date, for each brand bid on a CD in electronic machine readable, searchable format such as Excel or PDF. **No imaged or scanned files will be accepted. Paper price lists will not be needed.** CD's WILL BE THE ONLY ACCEPTABLE FORMAT FOR BID PRICING.

Failure to submit a CD containing a price list for each brand bid will result in the rejection of the bid proposal for that brand only.

**All discounts offered must be firm for the entire three (3) year period of the contract and any extension thereof.**

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

**Additional Brand Line** – A brand which will equally fulfill a requirement of a specific category.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**Evaluation Committee** – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue, Small Business Enterprise Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of

the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

**Subcontractor** – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 TECHNICAL SPECIFICATION**

##### **3.1.1 CATALOG/PRICE LIST FOR POLICE EQUIPMENT AND SUPPLIES**

Categories and brand names are indicated on the price lines included in this RFP.

Bidders are permitted to bid on any of the manufacturer brand lines in each category that are identified on the bid pricing sheets.

**IMPORTANT NOTE:** No substitution of brand items is permitted under contracts awarded. Contractors will only supply category and brand items awarded to them. Failure to do so may result in contract termination and other recourse available to the Division under its statute and regulations.

##### **3.1.2 ADDITIONAL BRAND LINE**

Bidders may submit bids for additional brands (that equally fulfill the requirements of the specific category which the brand is being offered) not already listed on the pricing sheets. If the brand is not offered directly by the manufacturer and is offered through distributors/dealers more than one bid would need to be received in order for an award to be made for that brand.

Additional brand lines can be found at the end of each category of the price sheets.

##### **3.1.3 MEASUREMENTS**

The ordering agency will have the option of taking its own measurements or may request the contractor to take measurements at the using agency site. Measurements taken will be performed at no charge to the using agency.

##### **3.1.4 CATEGORIES OF EQUIPMENT AND SUPPLIES**

The following is a list of the qualified brands of police and homeland security equipment and supplies for this contract. The brands listed below are representing the brands for which documentation was submitted to show that the State Agencies and local cooperatives have made purchases from the previous contract in excess of \$39,000. All other brands have been

removed due to low dollar spend and may be purchased by the individual agencies through their own purchasing authority.

**CATEGORY 1** - Ammunition (New) - All Calibers and Types

Blount/Speer/Gold Dot  
Blount/Speer Gold Dot in lots of 50,000 – 99,000 rounds  
Blount/Speer Gold Dot in lots of 100,000 + rounds  
CCI  
Federal  
Hornady  
Remington  
Simunition  
Winchester  
Winchester in lots of 20,000 + rounds  
Winchester 12 Gauge 00 Buck, Mag in lots of 10,000 + rounds

**CATEGORY 2** - Firearms - Shotguns, Rifles, Handguns

Colt  
Benelli  
Beretta  
Bushmaster  
Glock  
Heckler & Koch  
Mossberg  
Remington  
Ruger  
Sig Sauer  
Smith & Wesson

**CATEGORY 3** - Firearms - Repair Parts

Colt  
Benelli  
Beretta  
Bushmaster  
Glock  
Heckler & Koch  
Mossberg  
Remington  
Ruger  
Sig Sauer  
Smith & Wesson

**CATEGORY 4** - Firearm Accessories

American Lockers  
Benchmade (Knives)  
Beretta  
Big Sky Racks  
Boston Leather  
Boyt  
Bushnell Accessories/Nylon/Leather Goods (to include all lines manufactured by  
Bushnell i.e Uncle Mikes, Hoppes,  
etc.)

Bushmaster  
Colt  
DeSantis (Holsters)  
Don Hume (Holsters & Belts)  
Eagle Industries (Holsters & Belts)  
Firearms Training Systems (FATS)  
Glock  
Homak Security  
Kleen Bore (Weapon Cleaning Supplies)  
Leupold  
Mossberg  
Pachmayr Products  
Remington  
Safariland  
Sig Sauer  
Smith & Wesson  
Speedwell Targets (Complete line of paper & cardboard)  
Steiner (binoculars)  
Surefire  
Trijicon  
Winchester

**CATEGORY 5** - Submachine Guns/Machine Guns

Bushmaster  
Colt  
Heckler & Koch  
Ruger

**CATEGORY 6** - Submachine Guns/Machine Guns, Repair Parts/Accessories

Bushmaster  
Colt  
Heckler & Koch  
Ruger

**CATEGORY 7** - Less Lethal Weapons

Pepper Ball  
FNH  
Karbon Arms  
Taser International

**CATEGORY 8** - Laser Guns/Radar Guns

Laser Technology  
MPH Industries  
Stalker Radar (Applied Concepts)

**CATEGORY 9** - Leather/Nylon Goods

Blackhawk  
Boston Leather  
DeSantis (Holsters)  
Don Hume (Holsters & Belts)

Gould & Goodrich  
Safariland Nylok and Leather  
The Badge Co.

**CATEGORY 10** - Riot Control Equipment

ASP Batons & Equipment  
Baker Batshield  
Bell Pro Police  
Combined Tactical Systems (CTS)  
Def-Tec Chem Agents  
Def-Tec Chem Mace  
Guardian Self Defense  
Mace Security Int.  
Monadnock Batons  
Peerless Handcuffs & Leg Irons  
Pro Guard (Shields)  
Protech  
Streamlight

**CATEGORY 11** - Audile & Visual Emergency Signal System

Able 2  
Code 3  
Federal Signal  
Harvis-Shields Equipment Corp.  
Jotto Desk  
Setina  
Signal-Stat  
Sound Off  
Troy Products  
Whelen

**CATEGORY 12** - Body Armor & Accessories

American Body Armor  
Armorshield  
Armor Express  
First Choice  
Gator Hawk  
OM Tactical  
Paraclete  
Point Blank  
Protech  
Protective Apparel  
Protective Products  
Safariland  
Second Chance

**CATEGORY 13** - Area Security Enhancement Equipment

Coastal Environmental  
Baldor  
Carvan  
Cortina Safety Products  
Garrett

IML  
International E-Z Up  
JBC Safety  
Mi-T-M Corporation  
Pelsue  
Robin America  
Western Shelter Systems  
Will Burt

**CATEGORY 14** – CBRNE Detection

Ahura Corporation  
Alluviam  
Canberra  
Forensics Source  
Golden Engineering  
Haztech Systems Inc.  
Idaho Technology  
Ludlam  
Microsensor Systems  
Photovac  
Proengin  
QTL Biodetection Systems  
Response Biomedical Corp.  
RKI Instruments  
SAIC  
Smith Detection  
Tetracore  
Thermo Electron Corp.  
TSI Inc.  
Wel-Fab

**CATEGORY 15** – CBRNE Mitigation

ASCI  
Allen-Vanguard  
Complete Environmental  
Concept Development Corp.  
Edward & Cromwell  
Fiberlock Tech.  
FSI North America  
Hughes Safety  
ICOR Technologies  
Intelagard  
Lithos Robotics  
Minuteman International (Hazmat)  
MITI  
NABCO  
Sorbent Product  
Spillfyter  
Televere Systems  
TVI  
Ultra Tech  
Zumro

**CATEGORY 16** – Personal Protective Clothing and Equipment

3M  
5.11 Tactical  
Allegro Industries  
Atlantco  
Avon-Protection  
Boile  
Camelbak  
Dupont  
ILC Dover  
Indutex S.P.A.  
Inova/Emissive Energy  
Koehler  
Lanx  
M.L. Kishigo  
Med Eng Bomb Suits  
Mine Safety Appliances (MSA)  
Mustang Survival  
Myclyns  
North  
Pelican  
Radiation Shield Tech.  
Rothco  
Safe Life Jacket  
Saint Gobain Performance Plastics  
Scott  
Trellborg

**CATEGORY 17 – Search and Rescue**

Aircraft Dynamics  
Blueview Tech  
Con-Space Communications  
E2V Technologies  
Fascut Industries  
Firehooks Unlimited  
FLIR Systems  
Garmin  
Genesis Rescue Systems  
Holmatro  
ICS Blount  
ITT (night vision & imaging)  
Kongsberg Maritime  
Life Support International  
Marine Sonic Tech LTD  
National Foam  
Night Vision Systems  
Paratech  
RGC Hydraulic  
Simulaids  
Stanley Works  
Zistos  
Zodiak

Note: For Category 11 only, there is an additional line for the bidder to submit the hourly labor rate for the installation of audible and visual emergency signal systems.



Bidders may enter their hourly labor rate on the designated price line only if providing this service. If not, bidders are not required to submit a price for hourly labor. This line item will only be awarded to bidders that are awarded price line(s) for the equipment.

Note: Bidders are permitted to bid on any of the manufacturer brand lines in each category that are identified on the bid pricing sheets. Only those brands listed in this RFP will be awarded, no other brand lines will be awarded except as provided in Section 3.1.2 of this proposal.

### **3.1.5 CURRENT PRODUCTION ITEMS**

3.1.5.1 Contractors must provide new, current production items.

3.1.5.2 Contractors are cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable and, if furnished, will be rejected. The delivery of substandard items may result in cancellation of the contract in whole or in part.

3.1.5.3 Contractors must guarantee that only the manufacturer's brands, as sold to the wholesale and retail trade, will be furnished. Failure to comply with this requirement of the contract will be cause for termination of the contract in whole or in part with the contractor responsible for any and all additional costs incurred by the Using Agencies as a result of such termination.

3.1.5.4 To qualify for federal grant money, equipment must meet all Federal Office of Domestic preparedness guidelines.

### **3.2 DELIVERY**

3.2.1 All deliveries are to be F.O.B. destination.

3.2.2 Unless otherwise stated in Section 17 of the Signatory Page, delivery time ARO will be 30 days (except for ammunition, firearms, and other highly specialized items). The Using Agency must be notified at least forty-eight hours in advance of shipment so that necessary arrangements can be made. The bidder must be able to make delivery to all parts of the state.

3.2.3 Contractor deliveries for all items shall be made at such time and in such quantities as ordered and in strict accordance with the instructions from the Using Agency.

3.2.4 Bids offering brand price lists not specified in the RFP will not be considered and will not be awarded. Brand products delivered must be strictly in accordance with the brand names listed in the awarded contract.

### **3.2.5 PACKAGING & SHIPPING**

3.2.5.1 Packaging shall be such as to protect the items adequately and to insure safe shipment.

3.2.5.2 Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and State purchase order number.

3.2.5.3 Each unit delivered is to be completely assembled, thoroughly serviced and ready for use when delivered to the Using Agency.

### **3.3 SHOP REPAIR MANUALS**

The contractor shall supply a complete shop repair manual, parts manual, service manual and operator's manual at the time of delivery on items requiring them. In addition, operational instructions are to be provided, if requested by the Using Agency.

### **3.4 WARRANTY**

All units are to carry the standard manufacturer's warranty and/or guarantee. A copy of this warranty and/or guarantee is to accompany the unit when delivered. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the Using Agency.

During the warranty period, if the item supplied is not giving satisfactory performance or requires an excessive amount of remedial maintenance, defined as two or more recalls to fix one same problem, the contractor, after written notice by the Using Agency that such a situation exists, shall remove and replace the defective unit as per the original specification within ten (10) days of such notice at no cost to the Using Agency. Failure to comply may result in the unit being canceled and the item supplied by an alternate bidder with the differential in price being paid by the defaulting contractor.

All prices shall be net FOB destination to all NJ State Agencies and local governments and be firm and not subject to increase during the period of the contract. Escalation clauses will not be accepted.

In the event of manufacturer's price decrease during the contract period, Using Agencies shall receive the full benefit of such price reduction on any subsequently placed purchase order. The Director must be notified in writing of any price reduction within five (5) days of the effective date.

### **3.5 FEDERAL EXCISE TAX**

The State is not subject to any Federal Excise Tax (FET). See Paragraph 4.4 of the New Jersey Standard Terms and Conditions.

### **3.6 LICENSING REQUIREMENTS**

All bidders shall comply with the New Jersey Code of Criminal Justice, Firearms and Weapons Law Section N.J.S.A. 2c:39-1 Para. 1 and N.J.S.A. 2c:58-2.

### **3.7 PRICING ADJUSTMENTS**

This is a three year contract. However, prior to end of the first and second year of the contract, the contractor will be permitted to submit the manufacturer's latest most current price list (on a CD in a electronic machine readable, searchable Excel or PDF format) for use during the second year of the contract, subject to review and approval. **NO PAPER PRICE LIST. IMAGED OR SCANNED FILES WILL BE ACCEPTED.** However, any request received after the dates specified below will not be accepted. This price adjustment will also be permitted for one year extension requests.

**3.7.1 For the second year of the contract starting May 1, 2013 to April 30, 2014,** the State will permit contractor(s) to submit revised price lists applicable for the second year of the contract period. The revised manufacturer's price list for each brand awarded must be received by the Purchase Bureau **no later than April 1, 2013.** The discount originally bid will be applied to the price list for the second year of the contract. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the second year of the contract based on the manufacturer's price list originally submitted for the first year of the contract.

**3.7.2 For the third year of the contract starting May 1, 2014 to April 30, 2015** the State will permit contractor(s) to submit revised price lists applicable for the third year of the contract period. The revised manufacturer's price list for each brand awarded must be received by the Purchase Bureau **no later than April 1, 2014**. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the third year of the contract based on the manufacturer's price list originally submitted for the first or second year of the contract.

3.7.3 All price lists should be sent the procurement specialist via email ([Jackie.kemery@treas.state.nj.us](mailto:Jackie.kemery@treas.state.nj.us)) but must be in electronic machine readable, searchable format such as Excel or PDF. No imaged or scanned files will be accepted. It is the State's intent to upload all price lists to our website.

### **3.8 REPLACEMENT OF UNSATISFACTORY PRODUCT**

In the event the product supplied is, in the opinion of the State or any Using Agency, not giving satisfactory performance or requires an excessive amount of remedial maintenance, the contractor shall remove and replace the defective unit(s) as per the original RFP specifications. This will be done within ten (10) days after receiving written notice from the State. There will be no cost to the State. Failure to comply may result in the said unit(s) being canceled from the contract and similar units obtained from another contract vendor with transportation and installation costs borne by the original contractor.

### **3.9 ADDITION OF NEW ITEMS**

The bidder may add new products to a product line. To apply, the contractor must write to the procurement specialist of record stating that a new item is available along with supporting documentation. The contractor must also provide in its letter, the brand, model #, precise and clear description of the product and the price to the State. The State will not be able to approve any new products without all the above information.

### **3.10 REPLACEMENT OF DISCONTINUED PRODUCTS**

The contractor may offer replacement products for any manufacturer discontinued item in its contract. All replacement products must be approved by the State.

The contractor must write to the buyer of record stating that an item has been discontinued by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued. The contractor must provide in its letter the model # of the new product being offered, detailed literature, along with the net price of that product. The State will not be able to approve a replacement of a discontinued item without all of the above information.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of

the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/12x21817.shtml> unless noted otherwise.

## **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

## **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the bidder is submitting an eBid proposal, hard copy submission is "not required". Instructions detailing how to enroll in and submit an eBid are available on the web at <https://www.net1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

### **4.3.2 NON-EBID SUBMISSION**

The bidder must submit the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.  
**Two (2) complete and exact copies**, clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

## **4.4 PROPOSAL CONTENT**

### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

#### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an eBid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: [http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the rfp signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

Not applicable to this RFP.

#### **4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Not applicable to this RFP.

#### **4.4.1.6 BID SECURITY**

Not applicable to this RFP.

#### **4.4.1.7 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

#### **4.4.3 SUBMITTALS**

##### **MANDATORY PRICE LIST SUBMISSION**

##### **eBid Submissions:**

**Bidders who submit their bids through eBid must include all price lists in electronic machine readable, searchable format such as Excel or PDF. No imaged or scanned files will be accepted. Failure to upload price lists for eBid proposals will result in the rejection for that price line(s).**

A. Bidders are to use the following identifying convention when naming their price list.

Line #, Manufacturer, Price List Date, Type of Price List, Price List #

For example:

Line 4-CCI-dated: 4/1/11-Retail-#213

B. Bidder must also comply with the requirements listed in "A", "B", "C", "E", "F" and "G" of the "Hard Copy Submittals" Section below.

**Hard Copy Submittals:**

Bidders must submit with its bid all of the following items for each price line or that bid will be rejected for the affected price line only:

- A. **The most current dated manufacturer's retail price list for each brand line offered is required on CD in a machine readable, searchable format such as Excel or PDF format.** Failure to include the subject price list on CD as described will result in rejection of that particular line item. No imaged or scanned files will be accepted. In those cases where multiple columns are present, the lowest price column will prevail. In those cases where multiple columns are present, the lowest price column will prevail, unless the multiple columns represent tiered quantity pricing, i.e. pricing columns decrease for higher quantity purchases. In this case the discount will apply to the lowest quantity column.

For Categories 1, 2, and 5 (Ammunition and Firearms without the Federal Excise Tax), the official price list shall be the dealer/distributor price list column without F.E.T.

- B. If a manufacturer's retail price list is not available listing the retail prices for a particular brand as described above, the State will accept the most current dated manufacturer's distributor price list. In those cases where multiple columns are present, the lowest price column will prevail, unless the multiple columns represent tiered quantity pricing, i.e. pricing columns decrease for higher quantity purchases. In this case the discount will apply to the lowest quantity column.
- C. If the manufacturer does not have preprinted price list the State will accept an "Official State of New Jersey Price List". However, the price list must be submitted with a letter from the manufacturer stating that they do not have a preprinted price list. References such as "please refer to this website" are not acceptable and the bidder will be found non-responsive for that line item.
- D. All CD price lists must be clearly labeled with the bidder's name, address, bid number, price list date and price list number.
- E. Bidders must not submit catalogs with the bid – only price lists on CD's. If requested, the bidder shall submit catalog(s) to the Purchase Bureau within five days of request. Failure to submit catalog(s), if requested, will result in your bid being rejected for that brand line.
- F. Pricing for all awarded brand lines will become effective at the contract start date, regardless of the actual price list date.
- G. Bidder must submit a letter of authorization from the manufacturer stating that they are an authorized distributor for the manufacturers brand line.

**Bidders should not submit paper copies of price lists.** Bidders must submit pricing on a CD in a searchable Excel or PDF file with its hard copy proposal.

It is the States intent to upload all awarded price lists to the States website.

**4.4.3.1 MANUFACTURER'S LIST OF AUTHORIZED DEALER/DISTRIBUTORS**

Manufacturers submitting a bid proposal directly must enclose a copy of their dealer/distributor list which must include the complete name, address, telephone number, contact person, email



address and Federal Identification Number for all dealers/distributors that will be authorized to act on the manufacturer's behalf. Dealer/Distributors should be listed in alphabetical order by dealer/distributor name in order to facilitate ease of ordering and payment by the Using Agencies.

**IMPORTANT NOTE:**

An authorized dealer/distributor must be registered with the New Jersey Department of the Treasury's Division of Revenue before being added to a manufacturer's contract. A copy of the authorized dealer's/distributor's business registration certificate (or interim registration) may be submitted with the manufacturer's bid proposal, during bid evaluation or during the contract period. Refer to Section 4.4.2 of this RFP.

In addition, each dealer/distributor is responsible for completing the W-9 form which can be located at the following website: (<http://www.state.nj.us/treasury/omb/forms/index.shtml>)

Without the above forms the dealer/distributor will be precluded from doing business under this contract.

Also any dealer/distributor added during the term of this contract will also need to comply with the above requirements.

**4.4.3.2 BIDDER EXPERIENCE**

The bidder should complete ALL the information requested on the Bidder Data Sheet Form attached to this RFP so that the State is able to make a sound business judgment regarding the bidder's experience and capability to perform the contract to the State's satisfaction.

The State may require a bidder to provide additional information or documentation within five (5) days of request by the State.

**4.4.3.2 DISCLOSURE OF PRODUCT COMPOSITION**

Not applicable to this RFP.

**4.4.3.3 SAMPLES/SAMPLE TESTING**

Not applicable to this RFP.

**4.4.4 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.5 PRICE SCHEDULE/SHEET**

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request. Each bidder is required to hold its prices firm through issuance of contract.

##### **4.4.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

##### **4.4.5.2 C.O.D. TERMS**

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

##### **4.4.5.3 CASH DISCOUNTS**

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING**

The bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

#### **4.4.7 PRICE SHEET INSTRUCTIONS**

- ☐ The bidder must provide a percentage discount from the price list being submitted. If the bidder is offering net pricing than the word "net" or a zero must be indicated on the price sheets provided with this RFP.
- ☐ Bidders are to place their discounts on the price sheets provided with this RFP.
- ☐ Bidders are not allowed to offer its discount on the label of the CD(s) for a specific line item(s). Bidders who do not offer their discounts on the price sheets will result in rejection of the bid proposal for the affected line item(s).
- ☐ Multiple discounts/markups are not permitted. Submission of multiple discounts/markups will result in rejection of the bid proposal for the affected line item.
- ☐ The bidder must complete all information requested on each price line bid (i.e. price list #/date, price list no., etc.) or the bid will result in rejection of the bid proposal for the affected line item.
- ☐ Additional brands can be offered on the "additional brand" line item found at the end of each category.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

#### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

#### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

#### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

#### **5.5 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### **5.6 CLAIMS AND REMEDIES**

##### **5.6.1 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

##### **5.6.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

##### **5.6.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

#### **5.7 ITEMS ORDERED AND DELIVERED**

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs. Refer to Section 6.3.a of the State of NJ Standard Terms and Conditions for additional information.

#### **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

#### **5.9 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

#### **5.10 CONTRACT ACTIVITY REPORT**

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- ☐ Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- ☐ Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

#### **5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

Not applicable to this RFP.

#### **5.12 DISCLOSURE OF PRODUCT COMPOSITION**

Not applicable to this RFP.

### **6.0 PROPOSAL EVALUATION**

#### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

#### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

#### **6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES**

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

#### **6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to

perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

### **6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.6 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- a) Price
- b) Experience of the bidder
- c) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

#### **6.6.1 PROPOSAL DISCREPANCIES**

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

#### **6.6.2 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected bidder.

## **6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

**Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at proposal opening. Only the name and address of each bidder will be publicly announced at proposal opening.**

## **6.8 COMPLAINTS**

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

**7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**



a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Not applicable to this RFP.

#### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

#### **7.2 FINAL CONTRACT AWARD**

One award shall be made per line item with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

### **7.4 PERFORMANCE SECURITY**

Not applicable to this RFP.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

## **9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)**

### **I. Introduction**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other

### **III. General Requirements**

#### **A. Flow Down Provision**

Contractors must include these Special Contract Requirements contained in this Section in every subcontract over \$25,000,000 that is funded, in whole or in part, by ARRA funds, unless the subcontract is with an individual.

#### **B. Segregation and Payment of Costs**

Contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and guidance issued by the federal Office of Management and Budget.

Invoices must clearly indicate the portion of the requested payment that is for work paid by ARRA funds.

#### **C. Wage Rates**

In accordance with ARRA, §1606, the Contractor assures that it and its subcontractor(s) shall fully comply with said section in that, notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by vendors, contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government, pursuant to ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

#### **D. Registration Requirements**

In accordance with ARRA, §1512(h), the Contractor and its subcontractor(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov), and maintain current registration at all time during the pendency of the Contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

#### **E. Buy American**

In accordance with ARRA, §1605, the Contractor assures that it and its subcontractor(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under International agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, §1605.

infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This Section to the Contract addresses additional requirements applicable to all Contracts which are funded in whole or in part with ARRA funds. These additional requirements contained in this Section are subject to change based on further guidance by the applicable Federal agency which has awarded the ARRA funds to the State of New Jersey. The following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA as are known as of this date. However, the federal government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor (as defined below) will be provided any changes and/or additions to these requirements as they become available in an ARRA Addendum. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and the terms and conditions of the Contract, the ARRA requirements control.

The Contractor agrees and assures that by accepting ARRA funds through the Contract it and its subcontractor(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of New Jersey for compliance with ARRA and other related federal and State laws. Further, it is understood that this Contract is subject to all applicable terms and conditions of ARRA.

## **II. Definitions**

"ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

"Contractor" is defined as any person, including but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State of New Jersey, or with a person under contract, subcontract, grant, or subgrant with the State of New Jersey, any department in the Executive Branch, the State of New Jersey's independent authorities, commissions, and public institutions of higher education. The term "Contractor" may also include a permittee, licensee, or any agency, political subdivision, instrumentality, or independent authority of the State of New Jersey.

- iii. an evaluation of the completion status of the project or activity (i.e. not started, less than 50% completed, 50% or more completed; fully completed.); and
  - iv. an estimate of the number of jobs created and/or retained by the project or activity.
- e. For any Contracts equal to or greater than \$25,000 in addition to the information above:
- (i) the name of the entity receiving the Contract;
  - (ii) the amount of the Contract;
  - (iii) the transaction type;
  - (iv) the North American Industry Classification system (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - (v) the location of the Contractor;
  - (vi) the primary location in which the Contract is being performed, including the city, state, congressional district and county;
  - (vii) the DUNS number, or name and zip code for the entity headquarters;
  - (viii) the names and total compensation of the five most highly compensated officers of the Contractor if the Contractor received (1) \$25 million or more in annual gross revenue in federal awards; and (2) 80% or more of its annual gross revenues in federal awards; and (3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

#### **V. Inspection of Documents**

In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) will cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate Inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), in the examination of their records that pertain to, and involve transactions relating to this Contract, and agrees that they and their personnel can be interviewed by said entities regarding this Contract and related program.

#### **VI. Enforceability**

If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to the State of New Jersey under all applicable state and federal laws.

**F. Whistleblower Protection**

In accordance with ARRA, §1553, the Contractor assures that it and its subcontractor(s) shall fully comply with said section, including, but not limited to, assuring that their employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of New Jersey, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to the Contract (including the competition for or negotiation of the Contract), awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Contractor assures that it and its subcontractor (s) shall post notice of the rights and remedies provided in ARRA, §1553.

**G. Prohibition on Use of ARRA Funds.**

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

**ARRA Job Posting.**

Contractors and subcontractors located in the State of New Jersey shall post all job openings created, in whole or in part, by ARRA funds (ARRA Job Openings), on the New Jersey Department of Labor and Workforce Development's New Jersey State Job Bank accessed at <http://NJ.gov/JobCentralNJ> at least fourteen (14) days before the contractor or subcontractor shall commence hiring for ARRA Job Openings. Instructions how to post a job are provided at the site. Posting is not required where the Contractor intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted by the Department of Labor and Workforce Development.

**IV. Program Reporting Requirements**

Pursuant to Section 1512 of ARRA, in order for the State of New Jersey to prepare the required reports, Contractor agrees to provide the State of New Jersey the following information no later than five (5) days following the end of each calendar quarter, or more frequently as directed by the State of New Jersey:

- a. The total amount of ARRA funds received by Contractor during the reporting period;
- b. The New Jersey contract and order number as applicable;
- c. The amount of ARRA funds that were expended or obligated during the reporting period
- d. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including
  - i. the name of the project or activity;
  - ii. a description of the project or activity;

TASER International  
State contract A81321  
Price effective dates: 5/1/2015 to 4/30/2016

Product Code	Current Price List 5/1/2014 to 4/30/2015	Proposed Price for 5/1/2015 to 4/30/2016	Product Name
11002	\$ 884.34	\$ 910.75	HANDLE, BLACK, CLASS III, X26P
11003	\$ 884.34	\$ 910.75	HANDLE, YELLOW, CLASS III, X26P
11004	\$ 269.99	\$ 277.95	WARRANTY, 4 YEAR, X26P
11010	\$ 62.69	\$ 64.26	XPPM, BATTERY PACK, X26P
11015	\$ 65.95	\$ 68.66	XAPPM, BATTERY PACK, X26P
11501	\$ 52.37	\$ 53.89	HOLSTER, BLACKHAWK, RIGHT, X26P
11504	\$ 52.37	\$ 53.89	HOLSTER, BLACKHAWK, LEFT, X26P
22002	\$ 1,011.95	\$ 1,042.31	HANDLE, BLACK, CLASS III, X2
22003	\$ 1,011.95	\$ 1,042.31	HANDLE, YELLOW, CLASS III, X2
22010	\$ 53.59	\$ 55.15	PPM, BATTERY PACK, STANDARD, X2/X26P
22011	\$ 64.72	\$ 66.64	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P
22012	\$ 53.59	\$ 55.15	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P
22013	\$ 161.87	\$ 166.73	KIT, DATAPORT DOWNLOAD, USB, X2/X26P
22014	\$ 308.99	\$ 318.25	WARRANTY, 4 YEAR, X2
22018	\$ 15.13	\$ 15.43	GRIP, CEW, HOGUE, PACKAGED
22150	\$ 29.10	\$ 29.85	CARTRIDGE, PERFORMANCE, SMART, 15'
22151	\$ 31.12	\$ 31.88	CARTRIDGE, PERFORMANCE, SMART, 25'
22152	\$ 32.13	\$ 33.09	CARTRIDGE, PERFORMANCE, SMART, 35'
22155	\$ 42.25	\$ 43.52	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'
22157	\$ 30.11	\$ 30.97	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'
22501	\$ 64.72	\$ 66.64	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B
22504	\$ 64.72	\$ 66.64	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B
26500	\$ 161.87	\$ 166.73	X26 Dataport Kit
26511	\$ 866.22	DISCONTINUED	X26E KIT - BLACK/SILVER, DPM, W/O HOLSTER
26512	\$ 871.38	DISCONTINUED	X26E KIT - BLACK/SILVER, XDPM, W/O HOLSTER
26523	\$ 866.22	DISCONTINUED	X26E KIT - YELLOW/BLACK, DPM, W/O HOLSTER
26524	\$ 871.38	DISCONTINUED	X26E KIT - YELLOW/BLACK, XDPM, W/O HOLSTER
26549	\$ 871.38	DISCONTINUED	X26E KIT - BLACK/BLACK, XDPM, W/O HOLSTER
26550	\$ 866.22	DISCONTINUED	X26E KIT - BLACK/BLACK, DPM, W/O HOLSTER
26700	\$ 36.18	\$ 37.24	DPM Battery PK Assembled
26701	\$ 41.24	\$ 42.45	XDPM BATTERY PK ASSEMBLED
26702	\$ 56.42	\$ 58.09	CDPM, BATTERY PACK, ASSEMBLED
26703	\$ 193.85	\$ 199.67	CDPM, KIT, CONFIGURATION
26730	\$ 97.95	DISCONTINUED	WARRANTY, 1YR, CUSTOMER CARE
26737	\$ -	\$ -	USB CABLE, VDPM
26744	\$ 194.95	DISCONTINUED	WARRANTY, 4YR, CUSTOMER CARE
26762	\$ 15.13	\$ 15.58	KIT, USB DOWNLOAD, TASER CAM HD
26763	\$ 149.95	\$ 154.45	WARRANTY, 4 YEAR, TASER CAM HD
26764	\$ 52.07	\$ 53.59	REPLACEMENT BATTERY, KIT, TASER CAM HD
26810	\$ 521.13	\$ 536.76	TASER CAM, TCHD
26820	\$ 547.24	\$ 563.63	TASER CAM, AS, TCHD
26821	\$ 35.37	\$ 36.43	POWER, SUPPLY, UNIV, US, TCHD-X2
26830	\$ 442.95	DISCONTINUED	TASER CAM, TCAM-T
34200	\$ 21.81	\$ 22.47	Cartridge - 15'
44200	\$ 23.83	\$ 24.54	Cartridge - 21'
44203	\$ 26.87	\$ 27.68	CARTRIDGE - 25' HYBRID
44205	\$ 23.23	\$ 23.88	Cartridge - Simulation
44206	\$ 34.36	DISCONTINUED	CARTRIDGE, 35' XP
44550	\$ 556.60	\$ 573.30	SUIT, SIM, MODEL II
44952	\$ 35.37	\$ 36.43	Holster - Blade Tech w/Tek-Lok
44953	\$ 35.37	\$ 36.43	Holster, BladeTech (Left)
44972	\$ 35.37	\$ 36.43	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B
44973	\$ 35.37	\$ 36.43	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B
70023	\$ 251.99	\$ 251.99	EVIDENCE.COM DOCK, AXON SINGLE BAY
70026	\$ 1,512.94	\$ 1,512.94	EVIDENCE.COM DOCK, AXON SIX BAY
70027	\$ 150.79	\$ 150.79	EVIDENCE.COM DOCK, CORE

70028	\$	251.99	\$	251.99	EVIDENCE.COM DOCK, AXON SINGLE BAY EXPANSION
70030	\$	79.95		REMOVED	EXTENDED WARRANTY, 2 YEAR,EVIDENCE.COM DOCK, HUB
70031	\$	49.95		REMOVED	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, SINGLE BAY
70032	\$	419.95		REMOVED	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, 6 BAY
70037		N/A	\$	499.90	2 YEAR EXTENDED WARRANTY SIX BAY+HUB EVIDENCE.COM DOCK
70038		N/A	\$	129.90	2 YEAR EXTENDED WARRANTY SINGLE BAY+HUB EVIDENCE.COM DOCK
70033	\$	35.42	\$	35.42	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK
73000	\$	379.45	\$	454.39	CAMERA, AXON FLEX
73001	\$	126.50	\$	151.80	CONTROLLER, AXON FLEX
73002	\$	302.59	\$	403.79	CAMERA SYSTEM, AXON BODY
73004	\$	15.13	\$	15.13	WALL CHARGER, USB SYNC CABLE, FLEX
73005	\$	6.02	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 36"
73006	\$	30.31	\$	30.31	CONTROLLER, HOLSTER, STANDARD UNIFORM, CLIP, FLEX
73008	\$	20.19	\$	20.19	OAKLEY, CLIP, FLEX
73009	\$	30.31	\$	30.31	COLLAR/VERSATILE/CAP MOUNT, FLEX
73010	\$	50.55	\$	50.55	LOWRIDER, HEADBAND, FLEX
73011	\$	20.19	\$	20.19	EPAULETTE MOUNT, FLEX
73013	\$	20.19	\$	20.19	HELMET MOUNT, FLEX
73020	\$	8.05	\$	8.05	UNIVERSAL MAGNET, CLIP, FLEX
73021	\$	202.35	\$	202.35	MULTI-MOUNTING OPTION KIT, FLEX
73022	\$	6.02	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 18
73023	\$	6.02	\$	6.02	CABLE, STRAIGHT TO RIGHT ANGLE, 48
73025	\$	6.02	\$	6.02	CABLE, STRAIGHT TO STRAIGHT, 36
73026	\$	6.02	\$	6.02	CABLE, STRAIGHT TO STRAIGHT, 48
73027	\$	6.02	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 18
73028	\$	6.02	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36
73029	\$	6.02	\$	6.02	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 48
73030	\$	505.95	\$	606.19	CAMERA SYSTEM, AXON FLEX
73033	\$	299.95	\$	299.95	AXON FLEX KIT 2 YEAR EXTENDED WARRANTY
73034	\$	151.75	\$	151.75	OAKLEY FLAK JACKET® KIT, FLEX
73035	\$	30.31	\$	30.31	CONTROLLER, HOLSTER, MINI ALLIGATOR CLIP , FLEX
73036	\$	30.31	\$	30.31	CONTROLLER, HOLSTER, BELT CLIPS, FLEX
73055	\$	505.95	\$	606.19	CAMERA SYSTEM, AXON FLEX, OFFLINE
73058	\$	55.61	\$	55.61	LOW RIDER, HEADBAND, LARGE, FLEX
73059	\$	20.19	\$	20.19	BALLISTICS VEST MOUNT, ROTATING, FLEX
73060	\$	13.11	\$	13.11	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48
73061	\$	1,025.71	\$	1,126.91	KIT, AXON FLEX, FULL SOLUTION
73062	\$	30.31	\$	30.31	BALL CAP MOUNT, AXON, FLEX
73063	\$	302.59	\$	403.79	CAMERA SYSTEM, AXON BODY, OFFLINE
73065	\$	657.75	\$	657.75	TRIAL KIT, AXON BODY, PILOT
73066	\$	657.75	\$	657.75	KIT, AXON BODY, FULL SOLUTION
73067	\$	13.11	\$	13.11	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 36
73074	\$	199.95	\$	199.95	BODY CAM 2 YEAR EXTENDED WARRANTY
73076	\$	30.31	\$	30.31	HOLSTER, MINI ALLIGATOR CLIP , AXONBODY
73077	\$	30.31	\$	30.31	HOLSTER, BELT CLIPS, AXONBODY
73078	\$	30.31	\$	30.31	HOLSTER, Z-BRACKET, HW, AXONBODY
73079	\$	30.31	\$	30.31	HOLSTER, Z-BRACKET, VELCRO, AXONBODY
73081	\$	15.13	\$	15.13	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT
73084	\$	224.95	\$	224.95	AXON FLEX DVR 2 YEAR EXTENDED WARRANTY
73086	\$	1,025.71	\$	1,126.91	AXON FLEX, FULL SOLUTION, OFFLINE, KIT
73088	\$	30.31	\$	30.31	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX
73089	\$	30.31	\$	30.31	POCKET MOUNT HOLSTER, AXON BODY
73090	\$	20.19	\$	20.19	HELMET MOUNT, RATCHET, SHOEI, FLEX
73091	\$	20.19	\$	20.19	HELMET MOUNT, RATCHET, HJC, FLEX
80100	\$	6.58	\$	6.78	CUSTOMER CARE, LASER, ENGRAVING
85000	\$	45.54	\$	46.91	Alligator Clip (Assembled)
85002	\$	60.67	\$	62.49	Taser Cleaning Kit
85014	\$	2,024.00	\$	2,000.00	AXON 1-DAY SERVICE
85035	\$	1.50	\$	1.50	EVIDENCE.COM STORAGE
85047	\$	-	\$	-	TASER ASSURANCE PLAN CEW, X2
85049	\$	205.00	\$	211.15	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2
85051	\$	-	\$	-	TASER ASSURANCE PLAN TASERCAM HD
85052	\$	103.00	\$	106.05	TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT
85053	\$	-	\$	-	5 YEAR TASER ASSURANCE PLAN AXON FLEX



85054	\$	276.00	\$	276.00	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT
85055	\$	15,000.00	\$	15,000.00	PREMIUM PLUS SERVICE
85056	\$	7,500.00	\$	7,500.00	PREMIUM SERVICE
85058	\$	-	\$	-	TASER ASSURANCE PLAN CEW, X26P
85059	\$	185.00	\$	190.55	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P
85065	\$			DISCONTINUED	TASER ASSURANCE PLAN CEW, X26 TO X26P
85066	\$			DISCONTINUED	TASER ASSURANCE PLAN CEW, X26 TO X2
85067	\$	185.00		DISCONTINUED	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X26P
85068	\$	205.00		DISCONTINUED	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26 TO X2
85069	\$	-	\$	-	5 YEAR TASER ASSURANCE PLAN, BODYCAM
85070	\$	204.00	\$	204.00	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM
85071	\$	1,764.00	\$	1,980.00	ULTIMATE EVIDENCE.COM LICENSE: 3 YEAR
85072	\$	2,940.00	\$	3,300.00	ULTIMATE EVIDENCE.COM LICENSE: 5 YEAR
85073	\$	-	\$	-	3 YEAR TASER ASSURANCE PLAN BODYCAM
85074	\$	-	\$	-	3 YEAR TASER ASSURANCE PLAN AXON FLEX
85078	\$	588.00	\$	660.00	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT
85079	\$	36.00	\$	36.00	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT
85080	\$	925.00		DISCONTINUED	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X26P
85081	\$	1,025.00	\$	1,055.75	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2
85082	\$	515.00	\$	530.45	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD
85083	\$	1,380.00	\$	1,380.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR
85084	\$	925.00	\$	952.75	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P
85085	\$	1,025.00		DISCONTINUED	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26 TO X2
85086	\$	1,020.00	\$	1,020.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR
85087	\$	828.00	\$	828.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR
85088	\$	612.00	\$	612.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR
85089	\$	108.00	\$	108.00	TASER ASSURANCE PLAN UPFRONT PAYMENT, ETM: 3 YEAR
85090	\$	180.00	\$	180.00	TASER ASSURANCE PLAN PAY UP FRONT PAYMENT, ETM: 5 YEAR
85091	\$	-		REMOVED	3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB
85092	\$	-		REMOVED	3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY
85093	\$	-		REMOVED	3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY
85094	\$	-		REMOVED	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB
85095	\$	-		REMOVED	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY
85116	N/A	\$		-	3 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK
85117	N/A	\$		-	5 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK
85118	N/A	\$		-	3 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM
85119	N/A	\$		-	5 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM
85096	\$	-	\$	-	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY
85110	\$	-	\$	-	EVIDENCE.COM INCLUDED STORAGE
85111	\$	-	\$	-	EVIDENCE.COM INCLUDED STORAGE (GB)-2 YEAR CONTRACT
85112	\$	-	\$	-	EVIDENCE.COM INCLUDED STORAGE (GB)-3 YEAR CONTRACT
85113	\$	-	\$	-	EVIDENCE.COM INCLUDED STORAGE (GB)-4 YEAR CONTRACT
85114	\$	-	\$	-	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT
85235	\$	3.00	\$	3.00	EVIDENCE.COM STORAGE (GB)-2 YEAR CONTRACT
85335	\$	4.50	\$	4.50	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT
85435	\$	6.00	\$	6.00	EVIDENCE.COM STORAGE (GB)-4 YEAR CONTRACT
85535	\$	7.50	\$	7.50	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT
87001	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: 1 YEAR
87002	\$	238.80	\$	360.00	BASIC EVIDENCE.COM LICENSE: 2 YEAR
87003	\$	358.20	\$	540.00	BASIC EVIDENCE.COM LICENSE: 3 YEAR
87004	\$	477.60	\$	720.00	BASIC EVIDENCE.COM LICENSE: 4 YEAR
87005	\$	597.00	\$	900.00	BASIC EVIDENCE.COM LICENSE: 5 YEAR
87101	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
87201	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT
87301	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
87401	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
87501	\$	119.40	\$	180.00	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
88001	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: 1 YEAR
88002	\$	600.00	\$	600.00	STANDARD EVIDENCE.COM LICENSE: 2 YEAR
88003	\$	900.00	\$	900.00	STANDARD EVIDENCE.COM LICENSE: 3 YEAR
88004	\$	1,200.00	\$	1,200.00	STANDARD EVIDENCE.COM LICENSE: 4 YEAR
88005	\$	1,500.00	\$	1,500.00	STANDARD EVIDENCE.COM LICENSE: 5 YEAR
88101	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
88201	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT

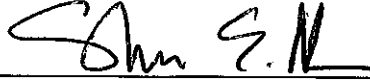
88301	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
88401	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
88501	\$	300.00	\$	300.00	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
89001	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR
89002	\$	936.00	\$	936.00	PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR
89003	\$	1,404.00	\$	1,404.00	PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR
89004	\$	1,872.00	\$	1,872.00	PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR
89005	\$	2,340.00	\$	2,340.00	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR
89101	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT
89201	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT
89300	\$	30.00	\$	30.00	PROFESSIONAL EVIDENCE.COM LICENSE 3 MONTHS
89301	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT
89401	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT
89501	\$	468.00	\$	468.00	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT
89600	\$	234.00	\$	234.00	PROFESSIONAL EVIDENCE.COM LICENSE 6 MONTHS

#### New Items

80004	N/A	\$	26.97	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM
85097	N/A	\$	240.00	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR
85098	N/A	\$	720.00	EVIDENCE.COM INTEGRATION LICENSE: 3 YEAR
85099	N/A	\$	1,200.00	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR
85100	N/A	\$	240.00	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT
85115	N/A	\$	20.00	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT
85123	N/A	\$	948.00	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT
85124	N/A	\$	948.00	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT
85125	N/A	\$	948.00	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT
85126	N/A	\$	948.00	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT
85127	N/A	\$	948.00	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT
85128	N/A	\$	2,844.00	EVIDENCE.COM UNLIMITED LICENSE YEAR THREE YR UPFRONT PAYMENT
85129	N/A	\$	4,740.00	EVIDENCE.COM UNLIMITED LICENSE YEAR FIVE YR UPFRONT PAYMENT
85130	N/A	\$	1,188.00	OFFICER SAFETY PLAN YEAR 1 PAYMENT
85131	N/A	\$	1,188.00	OFFICER SAFETY PLAN YEAR 2 PAYMENT
85132	N/A	\$	1,188.00	OFFICER SAFETY PLAN YEAR 3 PAYMENT
85133	N/A	\$	1,188.00	OFFICER SAFETY PLAN YEAR 4 PAYMENT
85134	N/A	\$	1,188.00	OFFICER SAFETY PLAN YEAR 5 PAYMENT
85135	N/A	\$	5,940.00	OFFICER SAFETY PLAN FIVE YEAR CONTRACT UPFRONT PAYMENT
85139	N/A	\$	-	FIVE YEAR FLEX OFFICER SAFETY PLAN
85140	N/A	\$	-	FIVE YEAR BODY OFFICER SAFETY PLAN
85151	N/A	\$	-	5 YEAR OFFICER SAFETY PLAN SIX BAY+HUB EVIDENCE.COM DOCK
85152	N/A	\$	-	5 YEAR OFFICER SAFETY PLAN SINGLE BAY+HUB EVIDENCE.COM
86000	N/A	\$	0.75	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE
86001	N/A	\$	0.75	EVIDENCE.COM ARCHIVAL STORAGE 1 YEAR
86002	N/A	\$	1.50	EVIDENCE.COM ARCHIVAL STORAGE 2 YEAR
86003	N/A	\$	2.25	EVIDENCE.COM ARCHIVAL STORAGE 3 YEAR
86004	N/A	\$	3.00	EVIDENCE.COM ARCHIVAL STORAGE 4 YEAR
86005	N/A	\$	3.75	EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR
73075	N/A	\$	30.31	HOLSTER, STANDARD UNIFORM, CLIP, AXONBODY
73092	N/A	\$	201.39	MOTO G, CONFIGURED, FLEX
73093	N/A	\$	30.31	HOLSTER, HORIZ CLIP, LG, AXON BODY

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF June, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1611-15514

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

OR

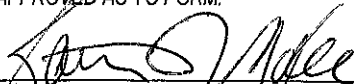
**JUN 29 2016**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: Four Million Seven Hundred Eighty Six Thousand Seven Hundred Eighty Four and 28/100  
(\$4,786,784.28)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)