



Telephone: 716-439-7200  
Fax: 716-439-7205

**NIAGARA COUNTY  
DEPARTMENT OF MANAGEMENT & BUDGET  
DIVISION OF PURCHASING  
Philo J. Brooks County Office Building  
First Floor - Park Avenue Entrance  
59 Park Avenue  
Lockport, New York 14094-2740**

Sealed Quotations will be received, publicly opened, read aloud, and made available for public inspection in the Purchasing Office, by the undersigned at:

2:00 PM      on      December 22, 2015 .

FOR

Body-Worn Camera System for Niagara County Sheriff's Office

Bid Number      2015-62

in accordance with specifications on file at the above address. This department reserves the right to reject any and all bids, and waive any informality.

An original bid and one (1) bid copy shall be submitted to:

NIAGARA COUNTY  
DEPARTMENT OF MANAGEMENT & BUDGET  
DIVISION OF PURCHASING  
Philo J. Brooks County Office Building  
First Floor - Park Avenue Entrance  
59 Park Avenue  
Lockport, New York 14094-2740  
Phone: (716) 439-7201  
Fax: (716) 439-7205

Bids mailed or otherwise submitted which are received, at the above submittal address, after the time designated for openings will not be considered. Facsimile or electronically mailed proposals are not acceptable and will be rejected.

Submit bids in sealed envelopes bearing the bidder's name and address and also mark in the LOWER LEFT CORNER of the envelope the following::

BID ON: Body-Worn Camera System for Niagara County Sheriff's Office

BID NUMBER: 2015-62

**ATTENTION: FAILURE TO COMPLETE ALL INFORMATION ON THE BID ENVELOPE  
MIGHT NECESSITATE THE PREMATURE OPENING OF THE BID WHICH  
MAY COMPROMISE ITS CONFIDENTIALITY.**

The total number of pages contained in this bid should be 20 including attachments.  
If any pages are missing, please contact the Purchasing Office.



## **INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

### **1. CONSIDERATION OF PROPOSALS**

The County reserves the right to reject any and all bids, to waive any informality in bids, to accept the quotation by items or as a whole. In case of error in the extension of prices in bid, the unit price will govern.

2. No bid will be accepted unless accompanied by a bid bond, or a certified check, or cash IF REQUIRED. See **Special Conditions section of this bid.**

If a certified check is submitted, said certified check shall be 5% of the total amount of the bid, duly certified by an incorporated bank or the trust company. The amount thereof shall be and become the property of Niagara County as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the County of Niagara or give the security for the performance of the contract as required upon notice to him as in said specifications prescribed.

If a bond or cash is submitted, said bid bond or cash shall be in the amount of 5% of the bid.

### **3. PREPARATION OF PROPOSALS**

Vendor must use this bid form or bid will be considered void, and must execute the form in ink or typewriter.

Any additional information vendor desires to add to the bid shall be written on a separate sheet of paper. **BIDS MUST BE SIGNED IN INK.**

### **4. SUBMISSION OF PROPOSALS**

Bids mailed or otherwise submitted which are received after the time designated for opening will not be considered.

### **5. WITHDRAWAL OF PROPOSALS**

No bidders may withdraw this bid within forty-five days after the actual opening thereof. All quoted prices shall be held firm during the above time period.

### **6. COMPETENCY OF BIDDERS**

No bid for materials, supplies, equipment or services will be accepted from or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the County of Niagara or who has defaulted as surety or otherwise upon a contract or obligation to the County.

### **7. QUALIFICATION OF BIDDERS**

The owner may make such investigations as deemed necessary to determine the responsibility of any bidder to perform the work, and any bidder shall furnish to the owner the information, samples, and data required by the owner, including complete financial data, within the time, in the form and in the manner required by the owner. The owner reserves the right to reject any bid if the evidence submitted by or investigation of any such bidder fails to satisfy the owner that any such bidder is responsible, or is able or qualified to carry out the obligations of the contractor to complete the work as contemplated therein. To qualify, the bidder (if a corporation) must be authorized to do business in the State of New York.

### **8. ACCEPTANCE OF PROPOSALS**

The Purchasing Dept. will accept in writing, one of the quotations by items or as a whole, or to reject any or all quotations, within forty five (45) days, from the date of opening of bids, unless the lowest responsible bidder, upon request of the County of Niagara, extends the time of acceptance to the



County. No bidder may withdraw his bid within forty-five (45) days after the actual opening thereof. All quoted prices will be held firm during the above time period.

**9. PERFORMANCE BOND**

When required by the Purchasing Dept., a Performance Bond, in the amount of One Hundred Percent (100%) of the amount of the bid shall be furnished, within fourteen (14) calendar days after acceptance of bidder's proposal by the County, by the successful bidder or bidders.

**10. FAILURE TO FURNISH PERFORMANCE BOND**

In the event the bidder fails to furnish the performance bond in said period of fourteen (14) calendar days after acceptance of the bidder's proposal by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages and not as a penalty.

IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said County will sustain due to the bidder's failure to furnish said bond.

**11. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Niagara County Purchasing, Philo J. Brooks County Office Building, 59 Park Avenue, Lockport, New York 14094, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such proposals), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**12. TRADE NAMES**

The use of the name of a manufacturer or of any particular name, trade mark or brand, in describing an item does not restrict bidders to that manufacturer or specific article; but the article on which proposals are submitted must be of such character or quality that it would serve the purpose for which it is to be used equally as well as that specified. Proposals will be accepted in accordance with specifications on file or approved equal. In the event proposal is made on alternate or substitute articles, the bidder must so state and give complete description of articles so offered, explain difference between specifications and offering, size, gauge, weight, etc.

Where a brand name or catalog reference is included in the specifications, it shall be interpreted to mean that proprietary product or equal approved. If item bid on is not the particular brand name product, bidder shall state in his bid what he is bidding on as an equal or as an alternate. Catalog cuts and descriptive literature shall accompany bid. In all cases, final judgment as to whether or not an item meets the specifications rests with the County of Niagara. Alternate proposals for materials and/or equipment to serve the purpose intended will be considered.

All items are bid on an "as equal" basis.

**13. RETURN OF BID DEPOSIT**

The bid deposit of all except the lowest bidder on each proposal will be returned within sixty (60) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Purchasing Department has awarded the contract. The bid deposit has been accepted by the County of Niagara and the acceptance by the County of Niagara of satisfactory performance bond where such bond is required.



**14. TAXES**

Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Dept. when required.

**15. PRICE CLAUSE**

All postage, freight, express, cartage or other transportation charges shall be prepaid.

Prices to be quoted: Net F.O.B. DESTINATION all Niagara County Departments/Agencies, Political Subdivisions, and other Niagara County municipalities authorized by law, including inside delivery. No unit price change will be permitted during the contract period.

Prices include all transportation charges delivered inside. "Tailgate Delivery" not accepted except where specified.

**16. SUBCONTRACTS**

No contract shall be assigned or any part of the same sub-contracted without written consent of the Purchasing Dept., but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Bidder shall not assign, transfer, or convey the contract or any right, title, or interest therein without previous consent, in writing, from the County of Niagara.

**17. DELIVERY/SERVICE PERFORMANCE**

In case of default in delivery performance in furnishing the items awarded to him, the County of Niagara may procure the material or services, from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Provided that the Contractor shall not be charged for any excess cost occasioned by the County of Niagara by the purchase of materials and/or services in the open market or under other contracts when the delay of the Contractor is due to unforeseen causes beyond the control and without the fault or negligence of the Contractor.

**18. COMMODITY INSPECTION AND RESPONSIBILITY**

Samples of items, when required by the County of Niagara, must be furnished free of expense at the time specified and will, upon request, be returned at the bidder's expense, if not destroyed by tests.

**19. MATERIAL INSPECTION & RESPONSIBILITY**

All materials furnished are to be guaranteed free from defects and anything found defective or contrary to order no matter in what stage of completion may be rejected and shall be made good by the Contractor at his own expense.

**20. WORKMANSHIP**

Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.

In case of installation, contractor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.

**21. COMPLIANCE WITH LAWS**

The Bidder shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, and County Government, which may in any manner affect the preparation of proposals or the performance of the Contract.



## **NON-BIDS**

IF YOU ARE NOT SUBMITTING A BID, it is important that you answer this proposal. Failure to respond to three successive proposals may result in your name being removed from the mailing list. You should:

- a. Place an "X" in the appropriate box below.
- b. Complete and return the below part of this sheet.
- c. Place below only in an envelope; making sure to record the bid number on your envelope, and return to the County Purchasing Department.
- d. It is also required that you indicate your reason for not bidding.

We are not submitting a bid

Reason for not submitting a bid proposal: \_\_\_\_\_

\_\_\_\_\_

Bidder's Name: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

We request the removal of our name from the mailing list for this commodity group

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



### **BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM**

TO: **NIAGARA COUNTY**  
**DEPARTMENT OF MANAGEMENT & BUDGET**  
**DIVISION OF PURCHASING**  
**Philo J. Brooks County Office Building**  
**First Floor - Park Avenue Entrance**  
**59 Park Avenue**  
**Lockport, New York 14094-2740**

We, the undersigned, herewith propose and agree to furnish to the County of Niagara, any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to the County of Niagara in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

Contractor hereby assigns to the County of Niagara and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

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FIRM NAME

---

ADDRESS

---

CITY, STATE, ZIP

---

TELEPHONE NUMBER

---

NAME & COMPANY POSITION

---

AUTHORIZED SIGNATURE



## **INSTRUCTIONS FOR AFFIDAVIT OF NON-COLLUSION**

1. The Affidavit of Non-Collusion must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid. If for good reason that person is not available to execute the Affidavit, the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by such person to make the statements set out in the Affidavit on his or her behalf and on behalf of the firm. The written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person who will execute the Affidavit examine it carefully before signing it and assure himself or herself that each of the statements in it are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing submitted as a part of or together with the executed Affidavit.
3. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and Affidavit must be submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the firm with regard to the project.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.



## **AFFIDAVIT OF NON-COLLUSION CERTIFICATE**

I hereby attest that I am the person responsible within my firm for the final decision as to price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my 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 bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

**BID NOT ACCEPTABLE WITHOUT ABOVE AFFIDAVIT NON-COLLUSION  
CERTIFICATION HERE SET FORTH AND CERTIFIED BY A NOTARY PUBLIC**

\_\_\_\_\_

**FIRM NAME**

\_\_\_\_\_

**ADDRESS**

\_\_\_\_\_

**CITY, STATE, ZIP**

\_\_\_\_\_

**TELEPHONE NUMBER**

\_\_\_\_\_

**NAME & COMPANY POSITION**

\_\_\_\_\_

**AUTHORIZED SIGNATURE**

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_\_\_\_

Notary Public: \_\_\_\_\_



## **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Authorized Signature

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_\_\_\_

Notary Public: \_\_\_\_\_



## **SPECIAL CONDITIONS**

1. **Bid Response:** It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with the terms and conditions of the bid document and merchandise requirements.  
  
NO relief will be allowed from bid conditions unless you take written exception to that condition on your bid.
2. Bid Deposit, page 2, in the Instructions to Bidders and General Conditions, is WAIVED for this formal quotation.
3. Failure to complete and sign the "Bidder's Certifications & Assignment of Claim", may result in formal quotation being rejected.
4. Failure to complete, sign and be certified by a Notary Public the "Affidavit of Non-Collusion Certificate", may result in formal quotation being rejected.
5. Failure to complete, sign and be certified by a Notary Public the "Certification of Compliance with the Iran Divestment Act" may result in formal quotation being rejected.
6. An original and one (1) copy of the bid must be submitted.
7. **Verbal Alterations to Specifications:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which the County of Niagara is now seeking bids. Only formal written addenda can materially alter this set of specifications.  
  
No verbal statement made by a Niagara County employee, or anyone else is binding, nor shall such statement (s) be considered an official part of this public bid proposal.
8. **Method of Award:** The contract will be awarded to the lowest responsible bidder (s) in part or in whole who meet (s) with all the terms of the specifications.
9. **Contract Period:** Contract period shall be for one (1) year from date of award. Successful bidder's quotation prices must be firm for the entire contract period.
10. **Alternate Source:** In the event any item or items in this bid are made available to the County on a New York State Government contract or bid from another municipality at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.
11. **Bid Response:** It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with the terms and conditions of the bid document and merchandise requirements.

NO relief will be allowed from bid conditions unless you take written exception to that condition on your bid. Bidders must complete Sealed Bid Worksheet; otherwise, quotation may be rejected.

The bidders attention is directed to the two columns titled respectively, "Exactly as Specified" and "Deviations", after each item specification. The bidder is required to mark "yes" or "no" under "Exactly



as Specified" for every item specification shown in this proposal. If an item is marked "no", the bidder is to give a complete description of explanation of any deviations to the respective item specification.

Should the bidder fail to complete the columns as required for each and every item specification, the County reserves the right to void this bid. Product manufacturer, brand name, and stock number must be stated on Seal Bid Worksheet, otherwise quotation may be rejected.

Bidder shall bid on all items listed on the Niagara County Sealed Bid Worksheet.

12. **Qualification of Bidder:** Bids will be considered only from equipment manufacturers and from authorized dealers of equipment manufacturers, who must be capable of providing parts and service for the model bid. The proximity of adequate repair facilities will be a factor in determining the award of this bid.

In the event satisfactory bids are not received, the Purchasing Department reserves the right to consider alternate proposals containing deviations from County specifications. Bidders shall explain, in detail, where alternatives deviate from, or qualify, the terms of the proposal and specifications as issued.

The bidder certifies and warrants that all major components offered are compatible with each other and are approved for the application by all component manufacturers for the intended use as stated in the specifications.

13. **Inspection**

The County reserves the right to inspect the unit being bid and request a demonstration. Any requested demonstration will occur prior to award of bid. If deemed in the best interest of the county, this inspection and demonstration will be taken into account towards the award of the bid.

14. **Descriptive Literature**

Descriptive literature for all products bid shall be submitted with the bid. Failure to provide the required literature may result in the quotation being considered as non-responsive.

Descriptive literature of the proposal products shall contain such specifications, performance characteristics, and capabilities to enable the County to make a fair and equitable analysis of the products.

Copy of all warranty coverage shall be included with bid proposal. Warranty coverage will be taken into consideration in determining award of bid, if in the best interest of the County.

The County, however, reserves the right to request any additional information deemed necessary for proper evaluation of bids. If equipment offered differs from the provisions of these specifications and the proposal, such differences shall be explained, in detail, and bid will receive careful consideration if deviations do not depart from the intent of the specifications and proposal and are in the best interest of the County. Warranty coverage will be taken into consideration in determining award of bid, if in the best interest of the County.

15. **Deliveries and Delivery Schedule:** The equipment will be required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be expressed on the Sealed Bid Worksheet as the number of calendar days required to make delivery after receipt of a purchase order.

The equipment supplied shall conform to all applicable federal, state and local laws in effect.



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The equipment will be delivered to the Niagara County Sheriff's Office, 5526 Niagara Street Extension, Lockport, NY 14094, in operating condition, complete with all manufacturer's standard equipment; warranties; and, service, operator's, and parts manuals.

Delivery time is to be arranged with Margo Hall, Administrative Assistant, Sheriff's Office. Ms. Hall can be contacted at (716) 438-3317 between the hours of 9:00 a.m. and 4:00 p.m.

16. The County reserves the right to inspect the unit being bid and request a demonstration, prior to award of bid. If deemed in the best interest of the county, this inspection and demonstration will be taken into account towards the award of the bid.
17. The bid or purchase order may be canceled or amended if the County encounters continuing or irresolvable problems with the selected Vendor(s) concerning quality of products, service levels, pricing discrepancies or delivery problems.
18. All questions and clarifications of this formal quotation are subject to Section II, Addenda and Interpretations," page 3, under the Instructions to Bidders and General Conditions.

Questions regarding this sealed bid should be directed to:

Maureen Salman, Purchasing Agent  
Niagara County Division of Purchasing  
716-439-7203  
[Maureen.Salman@niagaracounty.com](mailto:Maureen.Salman@niagaracounty.com)

19. Extension of Bid to Additional Parties: Pursuant to Niagara County Legislative Resolution #83-93, bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to extend the award of a similar contract to any local government, school district or other entity allowed by New York State law. The County, however, will not be responsible for any debts incurred by participants to this or any other agreement.



## **SPECIFICATIONS**

### Intent

It is the intent of this document is to solicit a sealed bid for the purchase of a Body-Worn Camera System for the Niagara County Sheriff's Office. The Sheriff's Office desires a system that will integrate body-worn cameras, management software, cloud storage solutions for body worn video and other evidentiary digital media/files and supporting equipment along with a warranty and upgrade plan.

### Background

Niagara County Sheriff's Office has traditionally utilized in-car camera systems. The purchase of a Body-Worn Camera System will complement the existing system.

### Statement of Needs

The Niagara County Sheriff's Office desires a turn-key body-worn camera system that includes all hardware, software, incidentals and any other goods or services required to meet the specifications provided below. The Niagara County Sheriff's Office anticipates purchasing 46 wearable camera systems. However, this is an estimate, and the Niagara County Sheriff's Office may increase or decrease wearable camera systems as needed.

### General Information

Price is net F.O.B. - Destination and includes all cost of delivered equipment ready for use.

Bid shall include an itemized pricing list of equipment with line item pricing.

The objective of these specifications is to describe requirements and capabilities which would best serve the needs of Niagara County.

All parts not specifically mentioned herein but which are necessary in order to furnish a complete system, shall be furnished and shall confirm to the best practices known to the industry.

### Scope of Work

- A. Field of View: The view must not be obstructed when an officer has their firearm out and in the ready position. A head mountable camera is desired, but the County is willing to consider other mounting options to accommodate varying field situations.
- B. Power Activation: Shall have a push button or switch that is easily accessible to activate.
- C. Weight of entire system will be considered with preference for less weight.
- D. Playback video and download occurs through a software application.
- E. System must include an iOS and Android Mobile Application capable of capturing video, photos, audio, and metadata. It must be capable of uploading directly to the hosted solution.
- F. Storage solution must securely store all video and recordings must be permissions based.
- G. Upload between device and storage solution shall provide minimal user interaction.
- H. Management tools: Users may share files with courts and other agencies with proper authorization.



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- I. Chain of Custody: An audit trail is generated for every incident and tracks all user activity.
- J. Download cases: Allows users to download files directly to various media with proper authorization.
- K. Provide litigation support (documentation and testimony in court if needed) to support transport/ chain of custody, and hosted file storage system.
- L. Ability to easily export/download video in a non-proprietary, watermarked, read-only file format suitable for evidentiary/court purposes. Files should be viewable using readily available software such as but not limited to Microsoft's media player, VLC Player, or Apple's QuickTime.



<b>SPECIFICATIONS REQUIRED BY THE COUNTY OF NIAGARA</b>	<b>EXACTLY AS SPECIFIED</b>		
	<b>YES</b>	<b>NO</b>	<b>DEVIATIONS</b>
A. Wearable Camera Unit <ul style="list-style-type: none"><li>1. Full color audiovisual camera<ul style="list-style-type: none"><li>a. Video capture must reflect the point-of-view of the officer, capturing both audio and video</li><li>b. Wide angle view of at least seventy degrees</li><li>c. Greater than or equal to 142° diagonal field of view camera lens</li><li>d. Retina low-light capability less than or equal to 0.1 lux</li><li>e. Pre-event Buffer: Captures previous thirty seconds of video which is saved upon activation</li></ul></li><li>2. Power On/Off switch or button<ul style="list-style-type: none"><li>a. Indicator displaying camera status</li><li>b. Any illumination controls or indicators have a user option which allows them to be extinguished during a tactical/darkness situation.</li></ul></li><li>3. Privacy Mode: In addition to record and buffer, system has a privacy mode where no recording is taking place</li><li>4. Recording On/Off switch or button<ul style="list-style-type: none"><li>a. Indicator displaying camera status</li><li>b. Any illumination controls or indicators have a user option which allows them to be extinguished during a tactical/darkness situation.</li><li>c. Recording Time: Must record for a minimum of four hours per activation to allow for lengthy interviews and investigations.</li><li>d. System prevents user from deleting or editing original video file.</li></ul></li><li>5. Audio on/off with volume control</li><li>6. Video can be reviewed in the field</li><li>7. Multiple Mounting Options: Camera has multiple mounting options to accommodate varying field situations</li><li>8. Operating Temperature range less than or equal to -4°F to greater than or equal to 122°F</li><li>9. Charging Temperature range less than or equal to 41°F to greater than or equal to 95°F</li><li>10. Humidity: Greater than or equal to 95 percent non-</li></ul>			



<b>SPECIFICATIONS REQUIRED BY THE COUNTY OF NIAGARA</b>	<b>EXACTLY AS SPECIFIED</b>		
	<b>YES</b>	<b>NO</b>	<b>DEVIATIONS</b>
condensing  11. Drop test: Greater than or equal to 6-foot 12. Meets or exceeds IEC 60529 IP 67 (International Protection Marking Standard) standards 13. Meets or exceeds MIL-STD-810G test method standards 14. Bit rate: 2 Mbps to 12 Mbps (multiple settings to optimize file size and upload speed) a. Configurable bit rate settings to optimize file size and upload speed 15. Maximum rate of no less than 30 frames per second 16. Minimum video resolution requirement: a. 640 X 480 VGA b. 1920 X 1080HD 17. Specific Absorption Rate (SAR): 0 W/kg 18. Rechargeable, replaceable lithium-ion polymer battery with minimum of 3000 mAh capacity a. Rechargeable Battery Life: At least twelve hours of standby time. 19. Indicator displaying battery life capacity 20. Approximately 11 hours of video storage at highest quality recording setting 21. Approximately 23 hours of video storage under medium quality recording setting 22. Approximately 70 hours of video storage at lowest quality recording setting 23. Bluetooth 2.0 a. GPS tagging capability available through Android and IOS mobile applications via Bluetooth technology 24. USB 2.0 25. WI-FI 802.1n at 5 GHz and 2.4 GHz a. Streaming capability available through Android and IOS mobile applications via Wi-Fi technology 26. Remote viewing of stored video available for field personnel via web based interface or application available for use on Police Department Mobile Data Computers			



<b>SPECIFICATIONS REQUIRED BY THE COUNTY OF NIAGARA</b>	<b>EXACTLY AS SPECIFIED</b>		
	<b>YES</b>	<b>NO</b>	<b>DEVIATIONS</b>
<p>27. Android and iOS Mobile Application</p> <ul style="list-style-type: none"><li>a. Application capable of capturing video, photos, audio and metadata.</li><li>b. Application uploads directly to the hosted solution</li><li>c. Application deletes uploaded evidence from officer's device as soon as the evidence has been uploaded to the storage system</li></ul> <p>B. Requirements for Management System</p> <ul style="list-style-type: none"><li>1. Cloud-based data storage system</li><li>2. Ability to upload files from a mobile data terminal (MDT)</li><li>3. Chain of Custody: An audit trail is generated for every incident and tracks all user activity</li><li>4. Software has the ability to set variable retention rules per agency preferences<ul style="list-style-type: none"><li>a. Evidence deletion/purging: Allows administrators to delete/purge files based on their retention rules</li></ul></li><li>5. Capable of organizing and managing incidents searchable by:<ul style="list-style-type: none"><li>a. Name</li><li>b. Date</li><li>c. Event</li><li>d. Device</li><li>e. Case/Incident number</li><li>f. Category</li></ul></li><li>6. Ability to categorize, add case numbers, and notes to each file</li><li>7. Ability for the system to manage audio, video, images and digital documents</li><li>8. Security<ul style="list-style-type: none"><li>a. Has the ability to track and assign all devices within the software</li><li>b. The System Administrator must be able to set and control user rights and must also be able to determine which users have which rights. Vendor shall identify how management of account administration is handled</li><li>c. Ability to provide data security without a virtual private network connection</li></ul></li></ul>			



<b>SPECIFICATIONS REQUIRED BY THE COUNTY OF NIAGARA</b>	<b>EXACTLY AS SPECIFIED</b>		
	<b>YES</b>	<b>NO</b>	<b>DEVIATIONS</b>
<ul style="list-style-type: none"><li>d. Ability to assign multiple permissions levels</li><li>e. The system shall provide enhanced user authentication either through sync with active directory or user name and password verification</li><li>f. Secure log-in for each user with multi-factor identification</li><li>g. Secure audit log to track all changes and access to the files including copying, editing and deleting data</li></ul> <p>9. Access and Data Management</p> <ul style="list-style-type: none"><li>a. Access to information stored shall be governed by the agency. Access shall be controlled according to:<ol style="list-style-type: none"><li>1.) Pre-defined roles</li><li>2.) Pre-defined individuals (who has access to what camera feed)</li><li>3.) User account-specific passwords</li></ol></li><li>b. The storage solution must provide the ability to control the length of retention of individual case videos</li><li>c. Ability to create video clips from larger video (dependent on permission levels)</li><li>d. There must be a number of searchable fields in storage system and several “wild card” searches to locate stored data on the system</li><li>e. System must have 11 indexing fields</li><li>f. System must have 8 unique fields for user searches, like “last name,” “first name,” “role,” and “badge number”</li><li>g. The system must be able to search data by, at a minimum, Officer, date of recording, item# (incident#), and type of incident</li><li>h. The vendor’s solution must be compatible with Win7, IE8 and IE9 and IE10</li><li>i. Digital evidence must not be a proprietary file type and must be playable/ viewable by standard Microsoft Office software.</li><li>j. System must support the following image formats: JPEG, JPG, GIF, PNG, BMP, TIFF, TIF</li><li>k. System must support the following video formats: DIVX, TS, 3GP, ASF, AVI, FLV, MOV, MP4, RM,</li></ul>			



<b>SPECIFICATIONS REQUIRED BY THE COUNTY OF NIAGARA</b>	<b>EXACTLY AS SPECIFIED</b>		
	<b>YES</b>	<b>NO</b>	<b>DEVIATIONS</b>
VOB, WMV, F4V, MPEG, MPG			
1. System must support the following audio format: MP3			
m. Ability to allow officers to access their images after storage via mobile data terminal			
n. Ability to share data (transportability of data) through web based interface secure internet connection			
o. The storage solution must have the ability to download digital evidence from multiple users simultaneously			
p. The video must be exported in an industry standard file format, MP4			
q. Storage must be in compliance with the Federal Information Security Management Act(FISMA)			
r. Storage must be ISO 27001/27002 certified			
10. Messaging: ability to send e-mail messages from hosted web-based product to end users			
11. Software updates at no additional cost for three years			
12. All licensing, warranties and storage for 3 years			
C. Requirements for Client Support			
s. Customer service support is available to assist with all software issues within one business day			
t. The vendor must have live customer support available.			
u. The vendor must have web-based training support available 24/7			
D. Accessories			
1. Holster – belt clip			
2. Holster, Z-bracket			
3. Docking station for charging and video uploading			
4. Wall Mount bracket assembly			



**NIAGARA COUNTY SEALED BID WORKSHEET**

Please use this form. Prices must be typed in or written in using ink. Vendor must bid on all items below. This bid sheet must be signed by an authorized representative of the bidder. If alternate bids are being submitted, please copy and use this sealed bid worksheet for each alternate bid submitted.

Item #	Quantity	Unit of Measure	Commodity	Unit Price	Net Total
1.	36	Each	Body Camera System as per specifications	\$	\$
2.	1	Each	Data Management and Storage System as per specifications	\$	\$
3.	36	Each	Holster: belt clip accessory	\$	\$
4.	36	Each	Holster: Z-bracket accessory	\$	\$
5.	6	Each	Docking station	\$	\$
6.	6	Each	Wall Mount bracket assembly	\$	\$
7.	1	Each	Three-Year Licensing and Warranty	\$	\$
<b>GRAND TOTAL</b>				\$	\$

Name of Solution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Guaranteed delivery: \_\_\_\_\_ days after receipt of purchase order.

Company Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Print Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ALL ABOVE MUST BE COMPLETED; OTHERWISE, BID MAY BE REJECTED**



# THE CITY OF MIDLAND CONTRACT

Contract No. 16004303

THIS CONTRACT, effective the 23rd day of November, 2016, by and between the City of Midland, hereinafter referred to as the "City", and TASER International, Inc., hereinafter referred to as the "Company", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 651,338.48 DOLLARS
2. **Scope of Work:** The Company shall perform all work described for Body Worn Camera System for the Police Department in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Project Scope  
EXHIBIT B.....Master Services and Purchasing Agreement

3. **City:** The words "City's Representative" or "representative" shall mean Price Robinson or his designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the City to act in any particular capacity under this Contract.

4. **The City's Representative** may inspect the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be responsible for the Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, the Company shall provide and pay for all materials, supplies, equipment, tools, superintendence, labor, insurance, and fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Company shall perform the services described in Exhibit "A" with all necessary and

appropriate professional skill and care. Company represents that an employee who performs said services shall be fully qualified and competent to perform the services described in Exhibit "A".

5.1. The Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by the City to be done by the Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by the City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** The Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED**

WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

8.1. THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT, PROVIDED SUCH CLAIMS ARE DUE TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS, OR WILLFUL MISCONDUCT OF THE COMPANY. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY NEGLIGENT ACT OF THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** The Company shall commence work no later than four to six weeks written release to proceed.

10. **Clean Up:** [Intentionally Omitted]

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of receipt. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The Company shall be responsible for all reasonable costs as may be necessary to protect the City from loss on account of:

- 12.1. Defective work not remedied; or
- 12.2. Claims filed or reasonable evidence indicating possible filing of claims; or
- 12.3. Failure of the Company to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Company; or
- 12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Company provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the City of any kind whatsoever, provided the City provides prior notice to Company as soon as reasonably practicable under the circumstances.

14. **PROMPT PAY ACT:** The City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

15. **Payment; Retainage:** Company will invoice the City upon shipment of the hardware for year one, and thereafter on an annual basis. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements. Notwithstanding the foregoing, any products and/or services not rejected by the City's within 14 days of the City's receipt of such items, will be deemed accepted.

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment.

16. **No Third Party Beneficiary:** The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

17. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE COMPANY AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. **Sovereign Immunity:** By executing this contract the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

19. **Insurance**

Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person  
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -  
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Company certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82<sup>nd</sup> regular session of the Texas Legislature, and effective January 1, 2012. The Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Company.

20. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

21. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

22. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

23. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company,

its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

**24. Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

**25. Consideration:** The terms of this Contract are supported by good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

26. **Termination At Will:** Either party may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to the other party. The parties to this Contract understand and agree that it is in the City's sole discretion to cancel the Contract during the term of the Contract without penalty to the City. The Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

27. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

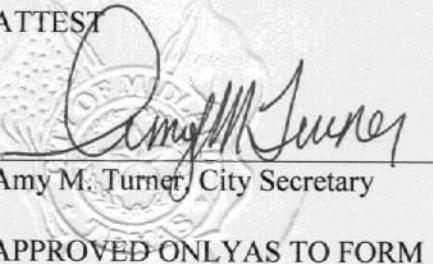
28. **Conflict of Terms:** In the event that there is a conflict or inconsistency between the terms and conditions of the Contract and those of the Master Services and Purchasing Agreement attached hereto as Exhibit "B," the terms and conditions of the Contract shall control and govern the rights and obligations of the parties.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: Courtney S  
Courtney B. Sharp, City Manager

ATTEST

  
Amy M Turner  
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller  
John Ohnemiller, City Attorney

COMPANY:

By: Doug K  
Name: Doug K  
Title: General Counsel

STATE OF Arizona §

§

COUNTY OF Maricopa

BEFORE ME, the undersigned authority, on this 22<sup>nd</sup> day of November, 2016 personally appeared, Doug K, an officer of TASER International, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22<sup>nd</sup> day of November, 2016.



Caitlin M Morgan

Notary Public, State of Arizona

## **PROJECT SCOPE**

The City of Midland, Texas is seeking qualified Vendors to acquire a Body-Worn Camera system to be used by the Police Department. The City of Midland is seeking a "turn-key" solution using current technology. The Police Department desires a system that will integrate body-worn cameras, management software, storage solutions for body worn video and other evidentiary digital media/files and supporting equipment along with a five-year warranty, maintenance and upgrade plan.

### **TOTAL SOLUTION REQUIREMENT**

The successful vendor will be responsible for providing the Midland Police Department with a total installed solution. The Midland Police Department anticipates purchasing 133 wearable camera systems. However, this is an estimate, and the Midland Police Department may increase or decrease wearable camera systems as necessary. For the purposes of this RFP, a total solution means that the successful vendor will be responsible for providing all hardware, software, training, shipping, installation, preparation, setup, testing, integration and/or interfaces to existing systems, documentation and other services necessary for the successful installation of a fully functional body-worn camera system, including all backend hardware and software, that satisfies the requirements stated, at a minimum, as outlined within this RFP.

As part of the requirement, the successful vendor will make every effort to utilize existing Midland hardware and software currently in place that is compatible and usable with the system provided as "turn-key" in order to reduce the total cost of the project. Although all hardware acquisition should be included in the specifications and pricing, the City of Midland may elect to purchase hardware independently from this proposal.

Omissions of essential or necessary items by the successful Vendor will result in the vendor providing the omitted item(s) at no cost to the City of Midland as part of the total solution system. Optional equipment should be listed as such, as well as exceptions.

## **EXHIBIT "A"**



## **MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**—the City of Midland, Texas**

CITY Agreement Number:

**EXHIBIT "B"**

## 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 –the City of Midland, Texas , (**City, Party** or collectively **Parties**) a home-rule municipal corporation, is entered into as of November 23, 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-83056 (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 City of TASER Products and all subsequent quotes accepted by City 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 City 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 disclosed 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 or circumstances surrounding its disclosure, 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 City'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 City or by third parties outside of TASER's reasonable control.

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

**"City Content"** means software, data, text, audio, video, images or other City content or any of the City'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 City account or otherwise transfer, process, use or store in connection with the City 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 City 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 City 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. All shipments are E.X.W. via common carrier and title and risk of loss pass to the City upon delivery to the common carrier by TASER. The City is responsible for all freight charges. Any loss or damage that occurs during shipment is the City's responsibility. Shipping dates are estimates only. The City 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

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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.**
- 7.2.3**   **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 for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party 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.**

## **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 City'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 City 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 City Indemnitees (the City'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 City 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 City 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 City 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 City 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 City 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 City 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 City that are otherwise provided in or arise out of this Agreement.

**14** **City Responsibilities.** The City is responsible for (i) use of TASER Products (including any activities under the City Evidence.com account and use by City employees and agents), (ii) breach of this Agreement or violation of applicable law by the City or any of the City's end users, (iii) City Content or the combination of City Content with other applications, content or processes, including any claim involving alleged

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infringement or misappropriation of third party rights by City Content or by the use of City Content, (iv) a dispute between the City and any third party over City use of TASER products or the collection or use of City Content, (v) any hardware or networks that the City connects to the Evidence.com Services, and (vi) any security settings the City 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 City 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 City.** The City 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 City. The City 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 City rights under this Agreement immediately terminate; (b) the City remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and City Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on City Owns City 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 City Content as a result of a termination during a period of 90 days following termination. During this 90-day period the City may retrieve City Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve City Content). The City will not incur any additional fees if City Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any City Content after this 90-day period and will thereafter, unless legally prohibited, delete all of City Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all City Content has been successfully deleted and fully removed from the Evidence.com Services.

**15.5 Post-Termination Assistance.** TASER will provide City 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 City 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

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time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive. Notwithstanding any other provision herein, this Agreement in no way restricts the obligation of the City to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. The Parties hereby agree that the City retains its right to exercise its discretion to determine its obligations under the Texas Public Information Act.

**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 City 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 City 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, City, 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 City 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 City will immediately discontinue use of the

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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 [Intentionally Omitted]**

**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 City'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.	CITY:
ATTN: Contracts	ATTN: Purchasing
17800 N. 85th Street	300 N. Loraine St.
Scottsdale, Arizona 85255	Midland, Texas 79701
contracts@taser.com	

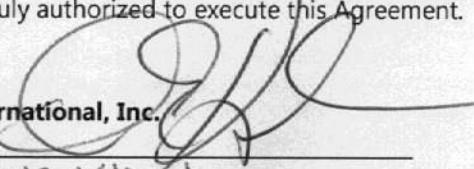
**16.15 Entire Agreement.** This Agreement, including the City of Midland Contract and APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. The City of Midland Contract and this Agreement supersede all prior or contemporaneous 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. In the event that there is a conflict or inconsistency between the terms and conditions of the City of Midland Contract and this Master Services and Purchasing Agreement

and APPENDICES, the terms and conditions of the City of Midland Contract shall control and govern the rights and obligations of the Parties.

**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: Doug Klint

Title: General Counsel

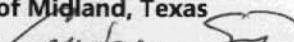
Date: 12/15/2016

Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

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

**–the City of Midland, Texas**

Signature: 

Name: Courtney Sharp

Title: City Manager

Date: 12/2/16

Address: 300 N. Lorraine St., Midland, TX, home-rule municipal corporatio

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## 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 City will have access and use of the Evidence.com Services for the storage and management of City 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 City becomes aware of any violation of this Agreement by an end user, the City will immediately terminate that end user's access to City Content and the Evidence.com Services.
- 2 City Owns City Content.** The City controls and owns all right, title, and interest in and to City Content and TASER obtains no rights to the City Content and the City Content are not business records of TASER. The City is solely responsible for the uploading, sharing, withdrawal, management and deletion of City Content. TASER will have limited access to City Content solely for the purpose of providing and supporting the Evidence.com Services to the City and City end users. The City represents that the City owns City Content; and that none of City Content or City end users' use of City 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 City 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 City 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 City Content. Log-in credentials are for City internal use only and City may not sell, transfer, or sublicense them to any other entity or person. The City agrees to be responsible for all activities undertaken by the City, City employees, City contractors or agents, and City end users which result in unauthorized access to the City account or City 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 City at any time. The City shall contact TASER immediately if an unauthorized third party may be using the City account or City 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 City is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

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5    **Data Privacy.** TASER will not disclose City Content or any information about the City 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 City Content so the City may file an objection with the court or administrative body. The City agrees to allow TASER access to certain information from the City 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 City Content will be stored and accessible by City end users. For United States customers, TASER will ensure that all City 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 City Content to third parties for the purpose of storage of City Content. Third party subcontractors responsible for storage of City Content are contracted by TASER for data storage services. Ownership of City Content remains with the City. For use of an Unlimited Evidence.com License unlimited data may be stored in the City'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 City 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 City Content.

8    **Suspension of Evidence.com Services.** TASER may suspend City 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 City 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 City 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 City 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 City nor any City 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 with this Agreement, and will immediately and automatically terminate if the City does not comply with any term or condition of this Agreement. The City 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:

<b>System set up and configuration</b> Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on City 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). Virtual Assistance Included
<b>Dock installation</b> Work with City to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from City. Work with City's IT to configure its network to allow for maximum bandwidth and proper operation within City's network environment. Virtual Assistance Included
<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 City 4-6 weeks prior to rollout.
<b>Weekly project planning meetings</b> 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 City's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
<b>Axon instructor training</b> 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 City's subsequent Axon camera and Evidence.com training needs.
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go live review session</b>

**1.2.** 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 City 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 City authorizes TASER to access relevant City 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 City. The City 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 City.

**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 City or TASER), the City 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 City 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 City 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 City will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the City reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the City must notify TASER in writing of the specific reasons for rejection of the Services within 7 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 7 calendar days of delivery of the Checklist, the absence of the City 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 City is responsible for: (i) instituting proper and timely backup procedures for City software and data; (ii) creating timely backup copies of City software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any City software or data in the event of any loss of, damage to, or corruption of the operational version of City 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 City 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 City data from any cause.

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## 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 City may not buy more than one TAP for any one covered Product.

- 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 City continues to pay the required annual fees for TAP. The City 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 a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the City location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The City 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 City 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 City must return to TASER all Spare Products. The City 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 City purchases a new TAP for the Upgrade Models.
- 4 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the City 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 City purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

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 City must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the City purchases additional Evidence.com licenses for the Axon camera products the City is keeping. The City may buy a new TAP for any Upgraded Model.

**4.1. TAP Axon Camera Upgrade Models.**

- 4.1.1.** If the City 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 City would like to change product models for the Upgrade Model, then the City 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.
- 4.1.2.** If the City 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 City's choice.

**4.2. 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 City would like to change product models for the Upgrade Model or add additional bays, then the City 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.

**5 TAP Termination.** If an invoice for TAP is more than 30 days past due or the City 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:

- 5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3.** The City 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.
- 5.4.** The City will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 5.5.** If the City received Axon Products free of charge and TAP is terminated before the end of the term then (a) the City 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.



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## 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 City's RMS so that City'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 City'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 City, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the City. 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 City maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the City changes its RMS. Thereafter, any additional support services provided to the City 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 City with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If City reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, City must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the City. TASER will address the City's issues and will re-present the Checklist for the City'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 City's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
6. **City's Responsibilities.** TASER's successful performance of the Integration Services depends upon the City'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 City'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 City (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit City 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 City'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 City; 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.** City authorizes TASER to access City'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 City. City 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 City.

**8** **Definitions.**

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

**From:** [Manoj Mohan](#)  
**To:** [Dave Kannenberg](#)  
**Cc:** [Seth Herman](#)  
**Subject:** AXON Body Camera Program Quote  
**Date:** Friday, April 15, 2016 10:12:29 AM  
**Attachments:** [Midland PD 130 Body 2 Unlimited.pdf](#)  
**Importance:** High

---

Hi Dave,

I hope all is well. Attached you will find the quote. I have included a 10% discount on the entire solution. Keep in mind, we offer a large range of solutions and corresponding price points. This particular solution you have asked for is at the top end. If you'd like to consider solutions that will still provide you a great solution a lesser cost, I'll be more than happy to provide you additional information we can discuss to work within the budget.

Thank you,

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

**TASER | Axon**  
Protect Life. Protect Truth.

**From:** [Price Robinson](#)  
**To:** [Alissa McDowell](#); [Marc Palmieri](#)  
**Cc:** [Seth Herman](#); [Regina Stephenson](#)  
**Subject:** Body Camera contract  
**Date:** Monday, October 24, 2016 8:45:00 AM  
**Attachments:** [PD Body Cam Contract\(Original\).docx](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Alissa and Marc,

Attached is a standard City of Midland contract. As mentioned earlier, please feel free to make changes as you see fit and return it to me. I'll forward your changes to our City Attorney and we will go from there.

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Lorraine | Midland, TX 79701

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Cc:** [Dave Kannenberg](#)  
**Subject:** Body camera  
**Date:** Friday, November 18, 2016 4:10:04 PM

---

We have a few of the T&E models here and I'll use one. Coordinate with Dave Kannenberg on the return of them after Tuesday's meeting.

Sent from my iPhone

**From:** [Price Robinson](#)  
**To:** [Alissa McDowell](#); [Marc Palmieri](#)  
**Cc:** [Seth Herman](#); [Regina Stephenson](#)  
**Subject:** Body Camera contract  
**Date:** Monday, October 24, 2016 8:46:00 AM  
**Attachments:** [PD Body Cam Contract\(Original\).docx](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Alissa and Marc,

Attached is a standard City of Midland contract. As mentioned earlier, please feel free to make changes as you see fit and return it to me. I'll forward your changes to our City Attorney and we will go from there.

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Lorraine | Midland, TX 79701



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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Law Enforcement Body  
Cameras, Supplies and Equipment

**Proposal Opening Date and Time:**  
August 11, 2015 at 2:00 PM

**Proposal Number:** 500-15

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2015  
through November 30, 2016 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
November 2015

---

Name of Proposing Company

Date

---

Street Address

---

Signature of Authorized Company Official

---

City, State, Zip

---

Printed Name of Authorized Company Official

---

Telephone Number of Authorized Company Official

---

Position or Title of Authorized Company Official

---

Fax Number of Authorized Company Official

---

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: \_\_\_\_\_ General Contact Name: \_\_\_\_\_

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

**Option 1: Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

**Option 2: Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

I will use the **INTERNET** to receive purchase orders.

E-mail Address: \_\_\_\_\_

Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate E-mail Address: \_\_\_\_\_

Alternate Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: \_\_\_\_\_

Alternate E-mail Address: \_\_\_\_\_

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

**Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Alternative E-mail Address:** \_\_\_\_\_



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

---

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name



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### **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

I certify that my company is a **Resident Proposer**.

I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

Yes     No

B. What is the prescribed amount or percentage? \$\_\_\_\_\_ or \_\_\_\_\_ %

### **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

Yes     No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

I certify that my company has been certified as a HUB in the following categories:

**Minority Owned Business**

**Women Owned Business**

**Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

---

**Name of Certifying Agency:**

---

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name



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## **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name

---

Date



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:



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- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

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- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
- ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
- iii. Tex. Gov't Code §2254.004 and §791.011(h)
- iv. Tex. Occ. Code §1051.703
- v. Tex. Occ. Code §1001.0031(c)
- vi. Tex. Occ. Code §1001.053
- vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
- viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*



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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

**No**; Deviations

**Yes**; Deviations

List and fully explain any deviations you are submitting:

---

---

---

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

---

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

---

3. Number of Days for Delivery: \_\_\_\_\_ ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy:

---

---

6. Are electronic payments acceptable?  Yes  No

Company Name

---

Signature of Authorized Company Official

Printed Name

---



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person



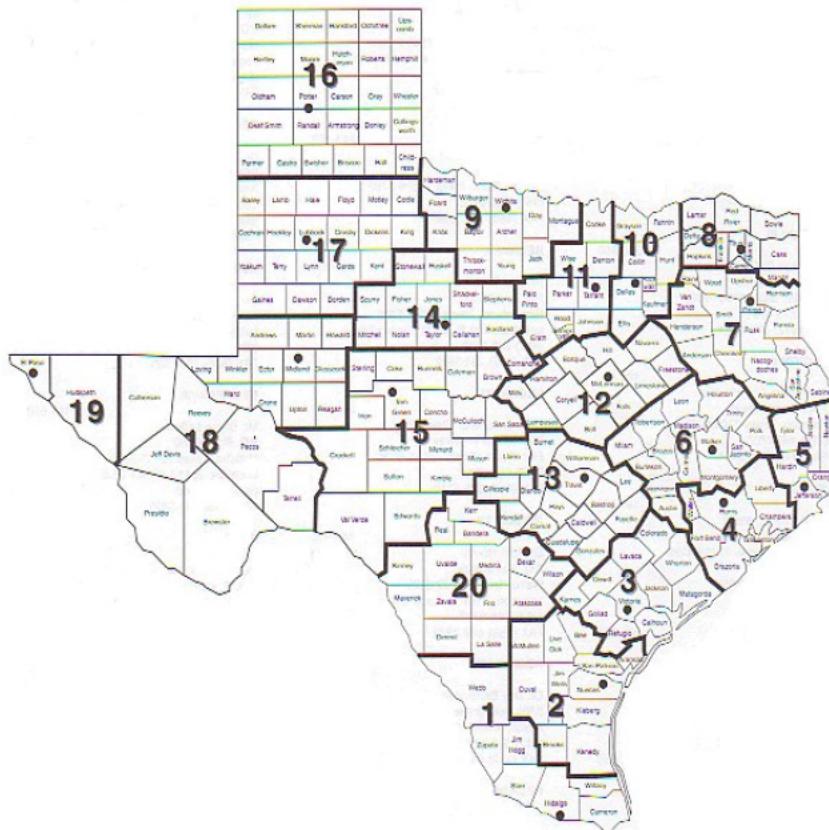
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# TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of  
The Local Government Purchasing Cooperative statewide!**

The Cooperative (*referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation*) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (*i.e., if you will service only states other than Texas*), you must so indicate on this form.

## Regional Education Service Centers



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Company Name

**Signature of Authorized Company Official**

---

Printed Name

- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below.

<input type="checkbox"/>	<u>Region</u>	<u>Headquarters</u>
<input type="checkbox"/>	1	Edinburg
<input type="checkbox"/>	2	Corpus Christi
<input type="checkbox"/>	3	Victoria
<input type="checkbox"/>	4	Houston
<input type="checkbox"/>	5	Beaumont
<input type="checkbox"/>	6	Huntsville
<input type="checkbox"/>	7	Kilgore
<input type="checkbox"/>	8	Mount Pleasant
<input type="checkbox"/>	9	Wichita Falls
<input type="checkbox"/>	10	Richardson
<input type="checkbox"/>	11	Fort Worth
<input type="checkbox"/>	12	Waco
<input type="checkbox"/>	13	Austin
<input type="checkbox"/>	14	Abilene
<input type="checkbox"/>	15	San Angelo
<input type="checkbox"/>	16	Amarillo
<input type="checkbox"/>	17	Lubbock
<input type="checkbox"/>	18	Midland
<input type="checkbox"/>	19	El Paso
<input type="checkbox"/>	20	San Antonio

I will not service members of the Texas Cooperative.



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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

<input type="checkbox"/> Alabama	<input type="checkbox"/> Nebraska
<input type="checkbox"/> Alaska	<input type="checkbox"/> Nevada
<input type="checkbox"/> Arizona	<input type="checkbox"/> New Hampshire
<input type="checkbox"/> Arkansas	<input type="checkbox"/> New Jersey
<input type="checkbox"/> California (Public Contract Code 20118 & 20652)	<input type="checkbox"/> New Mexico
<input type="checkbox"/> Colorado	<input type="checkbox"/> New York
<input type="checkbox"/> Connecticut	<input type="checkbox"/> North Carolina
<input type="checkbox"/> Delaware	<input type="checkbox"/> North Dakota
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Ohio
<input type="checkbox"/> Florida	<input type="checkbox"/> Oklahoma
<input type="checkbox"/> Georgia	<input type="checkbox"/> Oregon
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Pennsylvania
<input type="checkbox"/> Idaho	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Illinois	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Indiana	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Iowa	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Kansas	<input type="checkbox"/> Texas
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Utah
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Vermont
<input type="checkbox"/> Maine	<input type="checkbox"/> Virginia
<input type="checkbox"/> Maryland	<input type="checkbox"/> Washington
<input type="checkbox"/> Massachusetts	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Michigan	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Minnesota	
<input type="checkbox"/> Mississippi	
<input type="checkbox"/> Missouri	
<input type="checkbox"/> Montana	<input type="checkbox"/> Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.
8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

---

Name of Vendor

---

Proposal Invitation Number

---

Signature of Authorized Company Official

---

Printed Name of Authorized Company Official

---

Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ \_\_\_\_\_ . \_\_\_\_\_ (The period of the 12 month period is \_\_\_\_\_ / \_\_\_\_\_ ). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES  NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** \_\_\_\_\_ **Proposed Discount (%):** \_\_\_\_\_

**Explanation:** \_\_\_\_\_  
\_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official  
FORM L

\_\_\_\_\_  
Printed Name

COMM.V.3.31.15



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## **REFERENCES, PRICE/DISCOUNT INFORMATION AND MARKETING STRATEGY**

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Discount</b>	<b>Quantity/ Volume</b>	<b>FOB Term</b>
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES  NO  If YES, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART II:** For your Proposal to be considered, you must submit the **MARKETING STRATEGY** you will use if the Cooperative accepts all or part of your Proposal. (*Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*) Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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## **CONFIDENTIAL / PROPRIETARY INFORMATION FORM**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



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## **VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

### **Name of Proposing Company:**

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor \_\_\_\_\_

Corporation \_\_\_\_\_

Limited Liability Company \_\_\_\_\_

Partnership \_\_\_\_\_

Other \_\_\_\_\_

If other, identify \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**State of Incorporation** (if applicable): \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

*(Vendor must include a completed W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

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## FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature** (Form A)
- Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- Completed: **Resident/Nonresident Certification** (Form D)
- Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- Completed: **Deviation/Compliance Signature Form** (Form G)
- Completed: **Dealership Listings** (Form H)
- Completed: **Texas Regional Service Designation** (Form I)
- Completed: **State Service Designation** (Form J)
- Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- Completed: **References, Price/Discount Information, and Marketing Strategy** (Form M)
- Completed: **Confidential/Proprietary Information Form** (Form N)
- Completed: **Vendor Business Name Form** (Form O)
- Completed: **Forms Checklist** (Form P)
- Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form Q)

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



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## THE LOCAL GOVERNMENT PURCHASING COOPERATIVE GENERAL INFORMATION

### Proposal Invitation No. 500-15 – Law Enforcement Body Cameras, Supplies and Equipment

\*\*\*Please make sure that you have either downloaded and/or printed all sections of this Proposal. \*\*\*

1. **Proposal Invitation and Forms**
2. **Proposal Instructions and General Terms and Conditions**
3. **General Information**
4. **Proposal Specifications**

Your Proposal (including completed and signed Forms and completed Proposal Specifications) must be returned in a sealed envelope – no electronic responses will be accepted.

**NOTE: Catalogs/Pricelists must be submitted with the Proposal Specifications or the Proposal will not be considered!!!**

### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of **Law Enforcement Body Cameras, Supplies and Equipment** that may be purchased by Cooperative members. Because individual members require different equipment, supplies and/or services this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and an hourly not-to-exceed rate for labor. Purchases can be made by a Cooperative member at any time during the contract term.

### TERM OF CONTRACT

The term of this contract will be from December 1, 2015 through November 30, 2016, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members. **For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal.** A renewal must be mutually agreed upon by both parties.

### VALUE OF CONTRACT

The estimated value of this contract is unknown since a contract for Law Enforcement Body Cameras, Supplies and has not been offered on the BuyBoard previously and a contract award is not a guaranty of any value. Usage will depend upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at the awarded discount structure and hourly rate, as applicable, for the duration of the contract and honor all purchase orders prepared by each individual Cooperative member



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## **SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Proposer agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon receipt of each fee invoice. Proposer agrees to provide the Cooperative with copies of all Purchase Orders generated from Proposer's contract(s) that Proposer receives directly from Cooperative members for the purpose of billing and collecting the service fee and for compiling required purchasing history. Proposer further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify the accuracy of service fees payable by Proposer.

## **CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

## **AWARD AND EVALUATION**

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members. Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

## **TYPE OF CONTRACT**

This is a "sealed proposal" based on discount off catalog or price list and may contain a not-to-exceed hourly labor rate. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.



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### **BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

The Cooperative issued the Construction-Related Goods and Services Advisory, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory is included as Form F in the Proposal Forms associated with this Proposal Invitation. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer should sign and submit Form F regardless of type of goods or services associated with this Proposal Invitation.

### **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

### **DELIVERY RESPONSE**

Routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of purchase order. Delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

### **WARRANTY/GUARANTY**

All products purchased under this contract shall be **NEW** and free from defects.



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## **INSTRUCTIONS TO PROPOSERS**

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Cooperative was formed by the Texas Association of School Boards, Inc. (TASB), a non-profit corporation of the State of Texas, 12007 Research Blvd., Austin, Texas 78759, and includes the Texas Municipal League (TML), a Texas unincorporated not-for-profit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas not-for-profit association, 1204 San Antonio, Austin, Texas 78701 as sponsors.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10<sup>th</sup> business day before the Proposal Due Date. The Cooperative will respond only to written questions.**

The Local Government Purchasing Cooperative  
Attn: BuyBoard Procurement Director  
12007 Research Blvd.  
Austin, TX 78759  
Phone: 512-467-0222  
Fax: 800-211-5454  
E-Mail: [bids@buyboard.com](mailto:bids@buyboard.com)

Sealed proposals are being solicited for the merchandise, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,100 public school districts and junior colleges, over 1,000 municipalities, 254 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time.

Completed sealed proposals for **Proposal No. 500-15 for Law Enforcement Body Cameras, Supplies and Equipment** must be mailed or delivered to The Local Government Purchasing Cooperative, 12007 Research Blvd., Austin, TX 78759, and **must be received on or before 2:00 PM August 11, 2015**. Late proposals will not be accepted and will be returned to the vendor unopened. Proposals must be submitted in a sealed envelope marked properly with the Proposal Invitation Number, Product Category, and Submittal Date. **Do not fax or email your proposal. Faxed and/or email proposals are not acceptable and will not be considered.**

Proposals may be withdrawn prior to the opening date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions set out hereinafter in this Proposal Invitation.



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## **GENERAL TERMS AND CONDITIONS**

### **A. General Provisions**

#### **1. Statement of Inclusion/Applicability**

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded or purchase order which is issued in association with this Proposal Invitation.

#### **2. Organization and Section Titles**

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

#### **3. Definitions**

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

**"BuyBoard®"** means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

**"BuyBoard Administrator"** means the Procurement Director identified in this Proposal Invitation (or his/her successor).

**"Contract"** means the contract between the Cooperative and the successful proposer (vendor), which gives vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the proposer's proposal, and is comprised collectively of the following:

- a) This Proposal Invitation;
- b) Proposer's proposal;
- c) Notice of Award issued to Proposer by the Cooperative; and
- d) Purchase order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

**"Cooperative"** means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

**"Cooperative member"** or **"member"** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract.



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**"Goods"** or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities that are the subject of this Proposal Invitation.

**"Proposal Invitation"** means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

**"Proposal"** means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

**"Proposer"** or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

**"Purchase Order"** means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a BuyBoard contract.

## B. Proposal Requirements

### 1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Substitutions) of these Terms and Conditions.



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The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

**NOTE:** Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10<sup>th</sup>) business day before the Proposal Due Date.

## **2. Pricing**

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal, and is encouraged to submit the data in electronic format.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- a) A "Cost Plus" Proposal will not be accepted;
- b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the proposal close (due) date.

## **3. Quality**

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

## **4. Deviations from Item Specifications or General Terms and Conditions**

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).



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The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

## **5. Addenda**

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

## **6. Samples**

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation Name and Number, Item Number, Product Identification Number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

## **7. Proposal on All or Certain Items**

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

## **8. "All or Nothing" Awards**

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

## **9. Confidential Information**

**Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information Form. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.**



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**If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information Form as proprietary or confidential.**

#### **10. Certain Professional Services Excluded**

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

#### **11. Withdrawal or Modification of Proposal**

Proposer may withdraw a submitted Proposal **prior to the proposal close (due) date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

**Withdrawal of Proposals:** Proposer must submit a written request to the Cooperative for authorization to withdraw a Proposal. The request, which must apply to the submitted Proposal in its entirety, must be manually signed in ink by an individual duly authorized to enter into contracts on Proposer's behalf, and indicate the individual's title. The Proposal may not be withdrawn after the specified close (due) date and time, and will not be considered for withdrawal if not submitted in accordance with the packaging and labeling instructions applicable to Proposal submissions.

If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the released Proposal, or submit a new Proposal, up until the close (due) date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

**Proposals that are in the Cooperative's possession at the time proposals are due shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the close (due) date and time specified in this Proposal Invitation.** However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

#### **12. Certifications**

Form A, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Form A, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.



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**(a) Non-Collusion Certification**

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

**(b) Certification Regarding Legal, Ethical, and Other Matters**

Proposer agrees and certifies to the following:

- 1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal;
- 4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Government Code;



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- 9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

### **13. Proposal Signatures**

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer.

### **14. No Reimbursement**

**Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.**

## **C. Proposal Evaluation**

### **1. General**

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

### **2. Best Value Criteria**

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

- a) Purchase price;
- b) Reputation of Vendor and of Vendor's goods or services;
- c) Quality of Vendor's goods or services;
- d) Extent to which the goods or services meet the needs of Cooperative members;
- e) Vendor's past performance or relationship with Cooperative members;
- f) Total long-term cost to Cooperative members to acquire Vendor's goods and or services; and
- g) Any other relevant factor listed in this Proposal Invitation that a public entity may consider in selecting a Vendor, which may include, but is not limited to, any of the following:
  - 1) Vendor's principal place of business;
  - 2) Warranties offered, Vendor's warranty service history, and the probability of continuous availability of the goods and/or services offered; and
  - 3) Packaging of the product (in some cases preference is given to a Vendor who provides all the components relative to the complete package).



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In addition to the Best Value Criteria set forth above, the Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. As a general matter, the

Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices are examined and evaluated based on historical data, sales information, discounts granted to other governmental clients, and other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer.

The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

### **3. Cooperative Board Decision**

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions.

The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, both as to price and to suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than the fifth (5<sup>th</sup>) business day before the Proposal close (due) date, and a protest challenging an award decision no later than the fifth (5<sup>th</sup>) business day after the award is posted on the BuyBoard vendor website.

## **D. Contract Award**

### **1. Notice of Award and Related Matters**

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions.



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Cooperative members do not have the authority to modify these Terms and Conditions. However, a Cooperative member may add terms to a purchase order that are consistent with these Terms and Conditions and are acceptable to Vendor.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all purchase orders must be processed through the BuyBoard. All deliveries and financial transactions related to the purchase order will occur directly between Vendor and the ordering Cooperative member.

The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy.

Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information.

An awarded Proposal will not be active on the BuyBoard until Vendor submits price sheets or catalogs to the Cooperative in proper format for posting to the BuyBoard website. If the award is based on "discount from catalog" pricing or industry or other "benchmark" pricing and Vendor did not submit a complete, updated electronic catalog and/or price list with the Proposal, Vendor must submit such electronic data for all awarded items within sixty (60) business days after the date of the Notice of Award. If the electronic data is not timely submitted, the Cooperative may deactivate Vendor's award from the BuyBoard pending receipt. Vendor may submit subsequent changes to the Proposal price list, to the extent changes are permitted by these Terms and Conditions, when they become available.

## **2. Piggyback Contract and Other Entity Clause**

**It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation Form (Form J) and the National Purchasing Cooperative Vendor Award Agreement (Form K). If during the Contract term Vendor wishes to serve one or more states in addition to the state(s) listed in its Proposal, Vendor must execute a new Form J.**

## **E. Contract Performance**

### **1. Contract Term**

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date of the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Condition means the initial term and any renewal term.



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The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance, and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

## **2. Prevailing Wages, Bonding and Insurance Requirements**

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

## **3. Conformity to Item Specifications and Contract Award**

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

## **4. Awarded Pricing**

Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.



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Vendor may submit manufacturer price increases that occur during the Contract term to the Cooperative, with such supporting manufacturer documentation as the Cooperative may require. The Cooperative will determine whether Vendor may pass any or all of an increase on to Cooperative members and notify Vendor of its determination in writing. The Cooperative reserves the right to accept or reject any or all of the requested price recalculation as it deems to be in the best interest of and to provide best value to Cooperative members.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

## **5. Packaging, Transportation, and Delivery**

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery.

Unless otherwise noted in the proposal (as a deviation) or the purchase order, Vendor must deliver or provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member.



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When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

#### **6. Packing Lists, Invoices and Payments**

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's purchase order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered.

Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

**A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.**

#### **7. Product Inspection, Testing, and Defective Items**

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.



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## **8. Substitutions**

Except as provided in this section E.8, the Cooperative will not accept substitutions to any product(s) after a Notice of Award has been issued. If an awarded product is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product, Vendor may substitute the replacement product for the awarded product, provided that Vendor submits supporting documentation to the Cooperative and receives the Cooperative's written authorization for the requested substitution in advance.

## **9. Product and Service Guarantees and Warranties**

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product as are normally provided to other customers of Vendor. Additionally, a minimum of a ninety (90)-day product guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. The warranty period is effective from the date the Cooperative member accepts the product.

## **10. Multiple Distribution Centers and Single Point of Contact**

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan **must** carry or have timely access to all awarded items and **must** be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution. The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract or purchase order, even if Vendor uses multiple distribution centers, and the Cooperative and its members **will not** be required to deal with multiple Vendor contacts for overall contract management.

## **11. The BuyBoard**

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). A Cooperative member that wishes to procure goods or services under the Contract will initiate a purchase order through the BuyBoard, which will be transmitted to Vendor. All purchase orders generated by or under the contract must be processed through the BuyBoard. **Except as expressly authorized in writing by the BuyBoard Administrator, Vendor is not authorized to process a purchase order received directly from a Cooperative member.**

Vendor must maintain the computer and telephone hardware necessary to provide for the electronic receipt of purchase orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

## **12. Service Fee**

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Vendor must remit the service fee to the Cooperative in Austin, Texas, promptly upon receipt of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all purchase orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those purchase orders as the BuyBoard Administrator may require, for the purpose of allowing the Cooperative to bill and collect the service fee, and for compiling required purchasing history. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify the accuracy of service fees payable from Vendor.



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### **13. Disclaimer of Warranty and Limitation of Liability**

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE

OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or purchase order.

### **14. Sales Tax**

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a Tax Exemption Certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

### **15. Use of Logo and Trade Name**

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

### **16. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

### **17. Intellectual Property Infringement**

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim.



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In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)

#### **18. Remedies for Default and Termination of Contract**

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- a) Delivery of product that fails to meet the item specifications;
- b) Delivery of product that is defective or fails to pass product inspection;
- c) Delivery of a product substitution, except as specifically authorized;
- d) Failure to meet required delivery schedules;
- e) Failure to timely supply the awarded products or services at the contract price;
- f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor;
- g) Processing a purchase order received directly from a Cooperative member, without prior written approval from the BuyBoard Administrator;
- h) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code); or
- i) Selling non-awarded goods or services under the Contract.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily deactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, with or without prior notice to Vendor, if the Cooperative or its administrator determines that the nature of the breach warrants such action, and the temporary deactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary deactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.



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A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a purchase order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member purchase order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

#### **19. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a purchase order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.



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PH: 800-695-2919 · FAX: 800-211-5454 · [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

## **F. Miscellaneous**

### **1. Assignment**

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the contract without the Cooperative's prior written consent. In determining whether to consent, the Cooperative will consider relevant factors, including whether the person to which the sale, assignment,

transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

### **2. Notices**

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

### **3. Equal Employment Opportunity (EEO) Disclosures**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

### **4. Applicable Law, Venue and Dispute Resolution**

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

### **5. Waiver**

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.



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## **6. Interpretation – Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

## **7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

## **8. Non-Appropriations Clause**

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

## **9. Invalid Term or Condition**

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

## **10. Remedies Cumulative**

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

## **11. Signatures**

Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.



## Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section I: Body Camera Equipment, Products, and Supplies</b>					
1	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Cameras	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Cameras</b> - all types of body cameras. Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
2	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Software Management Systems	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Software Management Systems</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
3	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Battery Packs	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Battery Packs</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
4	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Docking Station	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Docking Station</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
5	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Cables and Related Supplies	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Cables, Clips, Mounts, and Related Supplies</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
6	Discount (%) Off Catalog/Pricelist for All Other Law Enforcement Body Camera Products	Please state the discount (%) off catalog/pricelist for <b>All Other Law Enforcement Body Camera Products</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

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FORM Q



## Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
Section II: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
7	Not to Exceed Hourly Labor Rate for: Installation of Law Enforcement Body Cameras and Related Items	<b>Hourly Labor Rate for Installation of Law Enforcement Body Cameras and Related Items</b> -- State the <b>Not to Exceed</b> hourly labor rate.	\$ _____/Hour		
8	Not to Exceed Hourly Labor Rate for: Service/Repair of Law Enforcement Body Cameras and Related Items	<b>Hourly Labor Rate for Service/Repair of Law Enforcement Body Cameras and Related Items</b> -- State the <b>Not to Exceed</b> hourly labor rate.	\$ _____/Hour		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

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<b>Chapter 08 Section 18</b>	
<b>Body-Worn Cameras</b>	



## I. STATEMENT OF PURPOSE

The purpose of this order is to establish the minimum guidelines and protocols for the deployment of Body-Worn Camera (BWC) equipment.

It is the policy of the Midland Police Department that officers utilize Body -Worn Camera equipment in accordance with this order. The use of this system protects both the employee and the Department as well as aids in the prosecution of criminal cases (CALEA 41.3.8.a-g).

## II. DEFINITIONS

Body-Worn Camera (BWC) - Any device that can be worn on the body to capture digital multimedia evidence.

Digital Multimedia Evidence (DME) - All digital recording, to include but not limited to audio, video, still photographs and their associated metadata.

Metadata – Any digital identifiers that are captured as part of the actual recording such as; date, time, GPS coordinates, labeling, etc.

Private Space – A location in which a person maintains a reasonable expectation of privacy, to include the individual's residence.

## III. LEGAL REQUIREMENTS

- A. Body-Worn Camera equipment and all data, images, videos, and metadata captured, recorded, or otherwise produced by the equipment is the property of the Midland Police Department. The personal use of any information recorded by a Body-Worn Camera system shall only be allowed pursuant the prior written approval of the Chief of Police.
- B. Use of Body-Worn Camera systems for the purposes other than in accordance with this policy is prohibited.
- C. All data, images, video, and metadata captured by Body-Worn Camera systems are subject to state statutes and City of Midland policies regarding retention of records.

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#### IV. PROCEDURES

Personnel shall adhere to the following procedures when utilizing Body-Worn Camera systems: (CALEA 41.3.8.a)

##### A. Administration

The Department has adopted the use of a Body-Worn Camera system in order to accomplish specific objectives to include;

1. Accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents in order to enhance officer reports, collection of evidence, and testimony to be utilized during court proceedings; and
2. The enhancement of the Department's ability to review policies, and protocols centering on enforcement actions, public interaction, and evidence handling for investigative purposes, as well as for personnel evaluation and training.

##### B. Procedures

1. Body-Worn Camera equipment is issued primarily to uniformed personnel as authorized by the Department. Officers assigned said equipment must adhere to established policy / procedure regarding its use unless otherwise authorized by supervisory personnel.
2. Prior to deployment of a Body-Worn Camera system, personnel shall successfully complete Department approved training on the proper operation and care of the equipment, as well policies governing the use of such systems. Additional training shall be provided as needed to ensure the continued effective use of the equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions required to policies and/or equipment. This training should include, but is not limited to (CALEA 41.3.8.f):
  - a. Practices and protocols addressed by this policy;
  - b. Relevant State laws governing consent, evidence, privacy and public disclosure;

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- c. Procedures for operating the equipment safely and effectively;
- d. Downloading and tagging recorded data;
- e. Accessing and reviewing recorded data;
- f. Preparing and presenting digital evidence for court;
- g. Documenting and reporting any malfunctioning device;
- h. Supervisors will receive training relative to accessing subordinate videos for review and distribution according to the expectations outlined herein.

3. Body-Worn Camera systems should be used with reasonable care to ensure proper functioning. Equipment malfunctions shall be presented to the user's supervisor as soon as possible for repair and or replacement. Personnel shall inspect and test their assigned Body-Worn Camera system prior to each shift to verify proper function and notify their supervisor should issues be detected (CALEA 41.3.8.e).

4. Body-Worn Camera System Maintenance and Use:

- a. In the event that a Body-Worn Camera is misplaced, the user shall immediately notify his/her supervisor.
- b. Personnel shall affix the Body-Worn Camera to their uniform in a manner and location capable of producing effective recordings.
- c. Only a Department issued Body-Worn Camera shall be utilized while on duty.

5. Off-duty employment centering on police functions shall require the use of a Body-Worn Camera. Events captured during such deployments or criminal or administrative nature shall require the uploading of all Digital Multimedia Evidence at the conclusion of the off-duty assignment.

C. Operation of Body-Worn Camera Systems (CALEA 41.3.8.b)

1. Except as otherwise provided within this policy, personnel shall activate their Body-Worn Camera to record all calls for service and enforcement actions. Examples to include, but not limited to:

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- a. Traffic stops;
- b. Pedestrian stops;
- c. Suspect interviews;
- d. Incidents involving arrest;
- e. Complainant contacts;
- f. Citizen contacts of an adversarial nature;
- g. Other enforcement actions.

2. Activation of the Body-Worn Camera shall be documented within the incident report, should one be generated.

3. In locations where a reasonable expectation of privacy is maintained, such as a residence, persons may decline to be recorded unless the recording is made pursuant to an arrest or a search of either an individual or the location is conducted.

4. Personnel have the discretion to not record during conversations with crime witnesses and members of the community who wish to report or discuss criminal activity or any non-confrontational encounter that is absent reporting / enforcement actions. In the event that these encounters contain valuable evidence it is advisable to record the incident.

5. Deactivation of the Body-Worn Camera shall occur when:

- a. The event has concluded;
- b. Victim and/or witness contact has concluded;
- c. All persons stopped have been released.

6. A Body-Worn Camera need not be activated when it is unsafe, unrealistic or impractical to do so. In the event an officer fails to activate the Body-Worn Camera during a call for service or enforcement action, or when an entire contact is not captured or equipment is manually deactivated, officers shall properly document the reasons for this action. The notification /

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documentation may be accomplished within the call sheet comments, incident report, or supplemental report.

7. Non-Department personnel shall not be allowed to review the recordings unless permission is granted by the Chief of Police or the reviewer is a member of another law enforcement entity and the recording is germane to that agency's investigation.
8. Officers shall not be required to activate the Body-Worn Camera when engaged in conversation with individuals who the officer is engaged in a privileged relationship (spouse, attorney, police peer counselor, minister / clergy member, etc.).
9. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner Body-Worn Camera images and information without the prior written approval of the Chief of Police or his designee.
10. Officers shall be allowed to review the recordings from their Body-Worn Camera at any time. In order to ensure accuracy and consistency, officers are encouraged to review recordings prior to the drafting of reports. If the officer is providing a formal statement on a response to resistance, pursuit, or other administrative matter, or is the subject of a disciplinary investigation, the officer shall (CALEA 41.8.3.c):
  - a. Have the option of reviewing the recordings; and
  - b. Have the right to review the recordings obtained from other recording devices that have captured the officer's image or voice during the incident in question.
11. Supervisors may review any Body-Worn Camera recordings at any time and may authorize another member to do so for the purposes of investigation, training, or any other law enforcement purpose. Furthermore, investigators of the Department may review any Body-Worn Camera video as needed to perform their assigned duties (CALEA 41.8.3.c).
12. Routine supervisory review of Body-Worn Camera recordings shall adhere to the same guidelines established for those associated with In-Car Video Camera Systems (CALEA 41.3.8.g).
13. A Body-Worn Camera shall not be used to record:

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- a. Communications with other police personnel.
- b. Encounters with undercover officers or informants.
- c. In any location where individuals maintain a reasonable expectation of privacy such as restrooms, locker rooms, etc.
- d. When recordings would capture a patient during a medical or psychological evaluation by a clinician or similar professional, or during treatment. When recording in hospitals or other medical facilities, officers shall be mindful to avoid capturing persons other than the suspect.
- e. Communications made in a psychiatric facility unless responding to a call involving a suspect who is thought to present within the facility.

**D. Handling of Digital Multimedia Evidence (CALEA 41.3.8.d)**

1. All files from a Body-Worn Camera shall be securely downloaded no later than the end of the officer's shift. Each file shall contain information related to the date, Body-Worn Camera identifier, and assigned user. In the event that the assigned user is involved in a clearly identified event (officer-involved shooting, in-custody death, or any other incident involving the officer that results in serious bodily harm or death), the officer's supervisor should immediately or as soon as practical download the associated data, taking physical possession of the Body-Worn Camera.
2. All files from a Body-Worn Camera shall be securely stored in accordance with state records retention laws and for no longer than is useful for purposes of training, or for use in an investigation or prosecution (to include the appeals process), or for use in resolving a claim, pending litigation, or internal / administrative investigation. And in capital punishment prosecutions, files shall be maintained until the offender is no longer under the control of a criminal justice agency (CALEA 41.3.8.c).
3. Recordings from a Body-Worn Camera may be shown for training purposes upon completion of a criminal case, and upon written approval by the Chief of Police.

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4. Digital Multimedia Evidence will be stored within a secure CJIS compliant server or online cloud database. The option of which storage location is utilized will be based on the needs of the Department. For prosecution, training and other law enforcement operations, the Digital Multimedia Evidence may be copied from its stored location to a portable storage device (CD, DVD, thumb drive, etc.).
5. Personal use or uploading of recorded data onto public or social media websites without written authorization from the Chief of Police is prohibited. Should the need arise to release Digital Multimedia Evidence to news media, the Public Information Officer (PIO) will do so at the discretion of the Chief of Police.
6. All audio/video captured during the scope of an officer's duties are the property of the Midland Police Department and are subject to departmental policies and applicable laws regarding viewing, release, retention, and destruction.
7. Public requests for videos will be handled in accordance with the Texas Public Information Act and department general orders.
8. Neither Digital Multimedia Evidence recorded in a private space, nor recordings involving the investigation of conduct that constitutes a misdemeanor punishable by fine only and does not result in arrest will not be released unless written authorization is received from the subject of that portion of the recording or, if the person is deceased, from the subject's authorized representative.

**E. Retention and Destruction of Digital Multimedia Evidence (CALEA 41.3.8.d)**

1. The retention and destruction of Digital Multimedia Evidence shall be pursuant to state public records retention laws.
2. All stored Digital Multimedia Evidence is subject to release in accordance with the state public records retention laws.
3. Officers shall properly categorize and tag Body-Worn Camera recordings when the event recording is stopped. These recordings will be classified according to the type of event or incident captured within the footage:
  - a. Felony

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- b. Misdemeanor
- c. Drug
- d. Traffic
- e. Interview
- f. Other / No Tag

4. All recordings related to a law enforcement purpose will be retained by the Department for a minimum of one-hundred and twenty (120) days.

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Cc:** [Alissa McDowell](#); [Caitlin Morgan](#); [Regina Stephenson](#); [Seth Herman](#)  
**Subject:** City Council meeting  
**Date:** Tuesday, November 22, 2016 11:43:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Marc,

This morning, the Midland City Council unanimously approved the contract with Taser for 133 body-worn cameras for our department. I took one for demo and they were impressed.

Regina Stephenson will be in touch when she is ready to send the contract for signatures and the PO.

Deputy Chief Herman will continue as your contact to coordinate receiving the equipment, scheduling implementation, etc.

It's been a pleasure working with you and we look forward to a good working relationship in the future.

Price Robinson

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 2





## **MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Midland Police Dept. - TX**

CITY Agreement Number:

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## 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 Midland Police Dept. - TX , (**Agency, Party** or collectively **Parties**) having its principal place of business at 601 N. Loraine St., Midland, TX, 79701, is entered into as of November 7, 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-83056 (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 disclosed 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 or circumstances surrounding its disclosure, 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.

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**“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. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. 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.**

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**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.**

**7.2.3** 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 for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party 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.

**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

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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 90 days following termination. During this 90-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 90-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 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-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.**

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Title:	Evidence.com Master Service Agreement with Exhibits
Department:	Legal
Version:	11.0
Release Date:	7/31/2015

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**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.

**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.

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**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)

**Midland Police Dept. - TX**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 601 N. Loraine St., Midland, TX, 79701

## 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 with 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:

<b>System set up and configuration</b> Setup Axon® Mobile on smart phones (if applicable). 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). Virtual Assistance Included
<b>Dock installation</b> 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. Virtual Assistance Included
<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.
<b>Weekly project planning meetings</b> 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 of not more than 30 minutes in length.
<b>Axon instructor training</b> 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.
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go live review session</b>

**1.2.** 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.**

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**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 7 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 7 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.

- 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 a predetermined number of 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 Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term:
  - (i) an upgrade will 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.

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.

**4.1. TAP Axon Camera Upgrade Models.**

- 4.1.1. 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.
- 4.1.2. 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.

**4.2. 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.

**5. 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:

- 5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2. TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3. 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.
- 5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 5.5. 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.



## 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.

**From:** [Lizbeth Sanchez](#)  
**To:** [mpalmieri@taser.com](mailto:mpalmieri@taser.com)  
**Cc:** [Regina Stephenson](#)  
**Subject:** Contract 16004303 Body Cameras  
**Date:** Tuesday, December 06, 2016 5:17:53 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
**Importance:** High

---

Marc,

The City of Midland received contract 16004303 Body Cameras. Except Exhibit B was not signed by Taser. I will need to send this back to you to have it signed as soon as possible. Is there a Fedex or UPS account number I can use to send this back?

Let me know if you have any questions. Thanks!

**Liz Sanchez**

Purchasing Tech  
O. 432-685-7239



City of Midland  
300 N. Lorraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

**From:** [Seth Herman](#)  
**To:** [Tammi Casey](#)  
**Subject:** FW: 16004303 Body Camera Contract  
**Date:** Thursday, March 09, 2017 9:43:20 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Taser International, Inc. City of Midland 1610277986865\(CERT 2\).pdf](#)  
[Taser International, Inc. City of Midland 1610277986865\(CERT 1\).pdf](#)

---

**From:** Caitlin Morgan [mailto:[cmorgan@taser.com](mailto:cmorgan@taser.com)]  
**Sent:** Tuesday, November 22, 2016 2:35 PM  
**To:** Regina Stephenson; Price Robinson; Marc Palmieri  
**Cc:** Alissa McDowell; Seth Herman  
**Subject:** RE: 16004303 Body Camera Contract

Chief Robinson, Regina,

Thanks so much for sending this over. Please see attached insurance certificates. I will see that the contract is signed and notarized, and send over two copies. We look forward to working with the City going forward.

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]  
**Sent:** Tuesday, November 22, 2016 1:16 PM  
**To:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Cc:** Alissa McDowell <[amcdowell@taser.com](mailto:amcdowell@taser.com)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Subject:** 16004303 Body Camera Contract

Hi Marc,

Please print 2 copies of the attached contract and Exhibits A and B, sign notarize and return both copies of the contract and exhibits to:

City of Midland  
Attn: Purchasing Division  
P O Box 1152

Midland, TX 79702

Also, please send a copy of Taser's insurance certificate in accordance with the requirements in paragraph 19 of the attached contract. Please let me know if you have any questions.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland

300 N. Lorraine | P.O. Box 1152 | Midland, TX 79702

F. 432-685-0523

---

**From:** Price Robinson

**Sent:** Tuesday, November 22, 2016 11:43 AM

**To:** Marc Palmieri

**Cc:** Alissa McDowell; Caitlin Morgan; Regina Stephenson; Seth Herman

**Subject:** City Council meeting

Marc,

This morning, the Midland City Council unanimously approved the contract with Taser for 133 body-worn cameras for our department. I took one for demo and they were impressed.

Regina Stephenson will be in touch when she is ready to send the contract for signatures and the PO.

Deputy Chief Herman will continue as your contact to coordinate receiving the equipment, scheduling implementation, etc.

It's been a pleasure working with you and we look forward to a good working relationship in the future.

Price Robinson

**Price Robinson**

*Chief of Police* | Midland Police Department

O. 432-685-7103 F. 432-685-7585





601 N. Loraine | Midland, TX 79701

**From:** [Seth Herman](#)  
**To:** [Tammi Casey](#)  
**Subject:** FW: Addendum #1 DIR-TSO-TMP-226 Bid Package 2 - Pricing Index.xlsx  
**Date:** Thursday, March 09, 2017 9:44:31 AM  
**Attachments:** [Addendum #1 DIR-TSO-TMP-226 Bid Package 2 - Pricing Index.xlsx](#)  
[ATT00001.c](#)

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-----Original Message-----

From: Andrew Grayson [<mailto:agrayson@taser.com>]  
Sent: Monday, September 28, 2015 11:59 AM  
To: Seth Herman  
Subject: Addendum #1 DIR-TSO-TMP-226 Bid Package 2 - Pricing Index.xlsx

Here is our TX DIR many agencies purchase off of, Seth.

Please give me a call if you have any questions. Thanks!

Andrew

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** FW: Body Cameras  
**Date:** Friday, October 28, 2016 3:46:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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The balance to add is \$25,988.52. The guideline for eligible expenses is below.

I guess this could be added to the first year of storage and then 25% of this amount deducted from storage for years 2-5. You said you are familiar with this, so I'll leave it to you.

Could you send me a revised quote with this adjustment so I can give it to our grant writer?

Thanks

**Price Robinson**  
*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

---

**From:** LeAnn Hadden  
**Sent:** Friday, October 28, 2016 3:35 PM  
**To:** Price Robinson  
**Subject:** Body Cameras

Grant Amount: \$168,750.00

### **Eligible Expenses**

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

**From:** [Seth Herman](#)  
**To:** [Tammi Casey](#)  
**Subject:** FW: Upcoming Axon Camera Evaluation  
**Date:** Thursday, March 09, 2017 9:46:53 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**From:** AJ Banda [mailto:[abanda@taser.com](mailto:abanda@taser.com)]  
**Sent:** Thursday, February 11, 2016 10:48 AM  
**To:** Manoj Mohan; Dave Kannenberg  
**Cc:** William Heuer; Seth Herman  
**Subject:** RE: Upcoming Axon Camera Evaluation

Hi Dave, feel free to reference the email sent yesterday regarding the dock setup as well as camera assignment. I can resend it if you don't have it. Please do not hesitate to reach out on my cell (623-282-6124) anytime this week to walk through this.

Thank you!  
-AJ

**AJ Banda**  
Regional Support Manager  
Direct: 480.463.2171

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---

**From:** Manoj Mohan  
**Sent:** Thursday, February 11, 2016 9:42 AM  
**To:** Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>; AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>  
**Cc:** William Heuer <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>; Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Subject:** Re: Upcoming Axon Camera Evaluation  
**Importance:** High

Hi Dave,

Great to hear. Once the docking stations are setup we will need to assign the cameras to the end users. AJ, can you send over the process for assigning the cameras so we can have that done before next Wednesday?

The agenda will be quite simple, we will do a training for end users on the camera functionality, tagging options and then do a high level overview of Evidence.com and Evidence Sync. Following that, I can work with the administrators to show you how to permission the system for everyone's appropriate access rights. We will also be available for ongoing support if you need extra training, or have any questions we can help with. Will that work for your team?

I'm happy to share an overview of TASER's integrated technology suite if the audience is appropriate for that type of meeting. Let me know if there are specific things you would like for me to cover.

Thanks,

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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---

**From:** Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>

**Date:** Wednesday, February 10, 2016 at 5:25 PM

**To:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Cc:** William Heuer <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Subject:** RE: Upcoming Axon Camera Evaluation

Hello Manoj,

We have received the equipment and it is in my office. We will be staging out of the Field Office Bureau Briefing Room and additional cables are being pulled to support the docking stations tomorrow (Thursday). We should have everything in place for Wednesday. What is your itinerary and agenda?

Take care,

**Dave Kannenberg**

Assistant Director | Communications and Information Services

O: 432-685-7511

C: 432-212-2942

F: 432-686-1399

601 N. Loraine, Suite 101  
Midland, TX 79701



---

**From:** Manoj Mohan [<mailto:manoj@taser.com>]  
**Sent:** Wednesday, February 10, 2016 2:09 PM  
**To:** AJ Banda; William Heuer; Dave Kannenberg  
**Subject:** Re: Upcoming Axon Camera Evaluation  
**Importance:** High

Hi All,

We'd like to have the camera docking stations setup before I arrive onsite next Wednesday so we can focus on training. Can you confirm receipt of the equipment?

AJ can you please send over the dock setup information? Dave, William, Once you receive the info, please let us know if you would like to walk through it on the phone. it's a simple process and we are happy to assist so we can make the best use of your time next week.

Thanks,

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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---

**From:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>  
**Date:** Friday, February 5, 2016 at 10:20 AM  
**To:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>, "wheuer@midlandtexas.gov" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>  
**Subject:** Re: Upcoming Axon Camera Evaluation

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Manoj

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Mobile: 480-868-0027

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---

**From:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>  
**Date:** Friday, February 5, 2016 at 10:18 AM

**To:** "[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>

**Cc:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Subject:** Upcoming Axon Camera Evaluation

Hello William, I just wanted to let you know that your Axon equipment has been shipped to you via FedEx 634189559935. In preparation for TASER's on-site visit - I would be happy to help with the setup of the hardware (camera assignment and docking station configuration) as well as the backend setup (Sync and Evidence.com). Would you have some time next week for a quick phone call to discuss?

-AJ

**AJ Banda**

Regional Support Manager

Direct: 480.463.2171

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**Subject:** FW: Upcoming Axon Camera Evaluation  
**Date:** Thursday, March 09, 2017 9:46:53 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
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Mobile: 480-868-0027

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Midland, TX 79701



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Mobile: 480-868-0027

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**Subject:** Re: Upcoming Axon Camera Evaluation

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Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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-AJ

**AJ Banda**

Regional Support Manager

Direct: 480.463.2171

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## **MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**—the City of Midland, Texas**

CITY Agreement Number:

**EXHIBIT "B"**

## 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 –the City of Midland, Texas , (**City, Party** or collectively **Parties**) a home-rule municipal corporation, is entered into as of November 23, 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-83056 (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 City of TASER Products and all subsequent quotes accepted by City 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 City 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 disclosed 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 or circumstances surrounding its disclosure, 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 City'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 City or by third parties outside of TASER's reasonable control.

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

**"City Content"** means software, data, text, audio, video, images or other City content or any of the City'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 City account or otherwise transfer, process, use or store in connection with the City 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 City 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 City 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. All shipments are E.X.W. via common carrier and title and risk of loss pass to the City upon delivery to the common carrier by TASER. The City is responsible for all freight charges. Any loss or damage that occurs during shipment is the City's responsibility. Shipping dates are estimates only. The City 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.**
- 7.2.3** **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 for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party 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.**

## **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 City'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 City 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 City Indemnitees (the City'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 City 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 City 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 City 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 City 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 City 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 City 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 City that are otherwise provided in or arise out of this Agreement.

**14** **City Responsibilities.** The City is responsible for (i) use of TASER Products (including any activities under the City Evidence.com account and use by City employees and agents), (ii) breach of this Agreement or violation of applicable law by the City or any of the City's end users, (iii) City Content or the combination of City Content with other applications, content or processes, including any claim involving alleged

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infringement or misappropriation of third party rights by City Content or by the use of City Content, (iv) a dispute between the City and any third party over City use of TASER products or the collection or use of City Content, (v) any hardware or networks that the City connects to the Evidence.com Services, and (vi) any security settings the City 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 City 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 City.** The City 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 City. The City 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 City rights under this Agreement immediately terminate; (b) the City remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and City Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on City Owns City 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 City Content as a result of a termination during a period of 90 days following termination. During this 90-day period the City may retrieve City Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve City Content). The City will not incur any additional fees if City Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any City Content after this 90-day period and will thereafter, unless legally prohibited, delete all of City Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all City Content has been successfully deleted and fully removed from the Evidence.com Services.

**15.5 Post-Termination Assistance.** TASER will provide City 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 City 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

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time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive. Notwithstanding any other provision herein, this Agreement in no way restricts the obligation of the City to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. The Parties hereby agree that the City retains its right to exercise its discretion to determine its obligations under the Texas Public Information Act.

**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 City 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 City 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, City, 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 City 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 City will immediately discontinue use of the

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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 [Intentionally Omitted]**

**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 City'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

CITY:  
ATTN: Purchasing  
300 N. Loraine St.  
Midland, Texas 79701

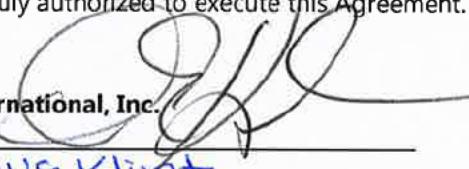
**16.15 Entire Agreement.** This Agreement, including the City of Midland Contract and APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. The City of Midland Contract and this Agreement supersede all prior or contemporaneous 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. In the event that there is a conflict or inconsistency between the terms and conditions of the City of Midland Contract and this Master Services and Purchasing Agreement

and APPENDICES, the terms and conditions of the City of Midland Contract shall control and govern the rights and obligations of the Parties.

**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: Doug Klint

Title: General Counsel

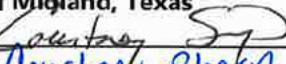
Date: 12/15/2016

Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

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

**-the City of Midland, Texas**

Signature: 

Name: Courtney Sharp

Title: City Manager

Date: 12/21/16

Address: 300 N. Lorraine St., Midland, TX, home-rule municipal corporatio

## 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 City will have access and use of the Evidence.com Services for the storage and management of City 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 City becomes aware of any violation of this Agreement by an end user, the City will immediately terminate that end user's access to City Content and the Evidence.com Services.
- 2. City Owns City Content.** The City controls and owns all right, title, and interest in and to City Content and TASER obtains no rights to the City Content and the City Content are not business records of TASER. The City is solely responsible for the uploading, sharing, withdrawal, management and deletion of City Content. TASER will have limited access to City Content solely for the purpose of providing and supporting the Evidence.com Services to the City and City end users. The City represents that the City owns City Content; and that none of City Content or City end users' use of City 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 City 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 City 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 City Content. Log-in credentials are for City internal use only and City may not sell, transfer, or sublicense them to any other entity or person. The City agrees to be responsible for all activities undertaken by the City, City employees, City contractors or agents, and City end users which result in unauthorized access to the City account or City 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 City at any time. The City shall contact TASER immediately if an unauthorized third party may be using the City account or City 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 City 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 City Content or any information about the City 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 City Content so the City may file an objection with the court or administrative body. The City agrees to allow TASER access to certain information from the City 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 City Content will be stored and accessible by City end users. For United States customers, TASER will ensure that all City 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 City Content to third parties for the purpose of storage of City Content. Third party subcontractors responsible for storage of City Content are contracted by TASER for data storage services. Ownership of City Content remains with the City. For use of an Unlimited Evidence.com License unlimited data may be stored in the City'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 City 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 City Content.

**8     Suspension of Evidence.com Services.** TASER may suspend City 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 City 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 City 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 City 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 City nor any City 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,

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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 with this Agreement, and will immediately and automatically terminate if the City does not comply with any term or condition of this Agreement. The City 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:

<b>System set up and configuration</b> Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on City 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). Virtual Assistance Included
<b>Dock installation</b> Work with City to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from City. Work with City's IT to configure its network to allow for maximum bandwidth and proper operation within City's network environment. Virtual Assistance Included
<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 City 4–6 weeks prior to rollout.
<b>Weekly project planning meetings</b> 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 City's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
<b>Axon instructor training</b> 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 City's subsequent Axon camera and Evidence.com training needs.
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go live review session</b>

**1.2.** 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 City 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 City authorizes TASER to access relevant City 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 City. The City 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 City.

**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 City or TASER), the City 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 City 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 City 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 City will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the City reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the City must notify TASER in writing of the specific reasons for rejection of the Services within 7 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 7 calendar days of delivery of the Checklist, the absence of the City 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 City is responsible for: (i) instituting proper and timely backup procedures for City software and data; (ii) creating timely backup copies of City software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any City software or data in the event of any loss of, damage to, or corruption of the operational version of City software or data, even if such damage, loss, or corruption is due to TASER negligence.



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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 City 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 City data from any cause.

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## 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 City may not buy more than one TAP for any one covered Product.

- 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 City continues to pay the required annual fees for TAP. The City 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 a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the City location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The City 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 City 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 City must return to TASER all Spare Products. The City 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 City purchases a new TAP for the Upgrade Models.
- 4 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term:  
(i) an upgrade will provided in year 3 if the City 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 City purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

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 City must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the City purchases additional Evidence.com licenses for the Axon camera products the City is keeping. The City may buy a new TAP for any Upgraded Model.

**4.1. TAP Axon Camera Upgrade Models.**

- 4.1.1.** If the City 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 City would like to change product models for the Upgrade Model, then the City 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.
- 4.1.2.** If the City 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 City's choice.

**4.2. 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 City would like to change product models for the Upgrade Model or add additional bays, then the City 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.

**5. TAP Termination.** If an invoice for TAP is more than 30 days past due or the City 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:

- 5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3.** The City 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.
- 5.4.** The City will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 5.5.** If the City received Axon Products free of charge and TAP is terminated before the end of the term then (a) the City 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.



## 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 City's RMS so that City'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 City'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 City, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the City. 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 City maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the City changes its RMS. Thereafter, any additional support services provided to the City 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 City with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If City reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, City must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the City. TASER will address the City's issues and will re-present the Checklist for the City'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 City's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
6. **City's Responsibilities.** TASER's successful performance of the Integration Services depends upon the City's:

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- 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 City'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 City (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit City 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 City'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 City; 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.** City authorizes TASER to access City'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 City. City 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 City.

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



# THE CITY OF MIDLAND CONTRACT

Contract No. 16004303

THIS CONTRACT, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Midland, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as the "Company", is made for the following considerations:

1. **Cost:** Total Proposal: \$ \_\_\_\_\_ DOLLARS
2. **Scope of Work:** The Company shall perform all work described for Body Worn Camera System for the Police Department in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Services to be Performed

3. **City:** The words "City's Representative" or "representative" shall mean Price Robinson or his designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the City to act in any particular capacity under this Contract.

4. **The City's Representative** may inspect the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be responsible for the Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, the Company shall provide and pay for all materials, supplies, equipment, tools, superintendence, labor, insurance, and fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Company shall perform the services described in Exhibit "B" with all necessary and appropriate professional skill and care. Company represents that an employee who performs said

services shall be fully qualified and competent to perform the services described in Exhibit "B".

5.1. The Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by the City to be done by the Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by the City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** The Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED**

TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.1. THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY, THE CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.2. THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED

**AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.**

9. **Start of Work:** The Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than \_\_\_\_\_ calendar days after release to proceed.

10. **Clean Up:** Company shall promptly remove from the City's premises all materials condemned by the City's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by the City, City may remove and replace such at Company's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The City may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- 12.1. Defective work not remedied; or
- 12.2. Claims filed or reasonable evidence indicating possible filing of claims; or
- 12.3. Failure of the Company to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Company; or
- 12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Company provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this

contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the City of any kind whatsoever.

14. **PROMPT PAY ACT:** The City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

15. **Payment; Retainage:** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City’s requirements.

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City’s sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City’s representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

16. **No Third Party Beneficiary:** The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

17. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE**

**TEXAS LOCAL GOVERNMENT CODE, THE COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**THE COMPANY AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

18. **Sovereign Immunity:** By executing this contract the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

19. **Insurance**

Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence

-Property Damage:	\$500,000.00 per occurrence
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<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

<u>Workers' Compensation:</u>	Statutory limits
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<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence
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The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Company certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82<sup>nd</sup> regular session of the Texas Legislature, and effective January 1, 2012. The Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Company.

**20. Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

**21. RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITTS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES,**

**OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

22. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

23. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

24. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

25. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

26. **Termination At Will:** The City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to the Company. The parties to this Contract understand and agree that it is in the City's sole discretion to cancel the Contract during the term of the Contract without penalty to the City. The Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

27. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code

Section 176.006, *et seq.*, as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: \_\_\_\_\_  
Courtney B. Sharp, City Manager

ATTEST

\_\_\_\_\_  
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

\_\_\_\_\_  
John Ohnemiller, City Attorney

COMPANY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

STATE OF TEXAS                    §

§

COUNTY OF MIDLAND            §

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared, \_\_\_\_\_, an officer of \_\_\_\_\_, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



# THE CITY OF MIDLAND CONTRACT

Contract No. 16004303

THIS CONTRACT, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Midland, hereinafter referred to as the "City", ~~and~~ TASER International, Inc., hereinafter referred to as the "Company", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 660,913.30 DOLLARS
2. **Scope of Work:** The Company shall perform all work described for Body Worn Camera System for the Police Department in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Services to be Performed

EXHIBIT C..... Master Services and Purchasing Agreement

3. **City:** The words "City's Representative" or "representative" shall mean Price Robinson or his designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the City to act in any particular capacity under this Contract.

Comment [CM1]: Can the City please provide copies of these documents?

4. **The City's Representative** may inspect the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be responsible for the Company's failure to perform the work in accordance with the contract.

Comment [CM2]: TASER respectfully requests that our MSPA be incorporated into the contract, as it contains terms specific to the purchase

5. **Company:** Unless otherwise stipulated, the Company shall provide and pay for all materials, supplies, equipment, tools, superintendence, labor, insurance, and fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Company shall perform the services described in Exhibit "B" with all necessary and

appropriate professional skill and care. Company represents that an employee who performs said services shall be fully qualified and competent to perform the services described in Exhibit "B".

5.1. The Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by the City to be done by the Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by the City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** The Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED**

WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

8.1. THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY COMPANY, THE CITY'S COMPANY'S OFFICERS, AGENTS AND EMPLOYEES, ~~WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS~~ GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

8.2. THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT, PROVIDED SUCH CLAIMS ARE DUE TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS, OR WILLFUL MISCONDUCT OF THE COMPANY. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING

FROM ANY NEGLIGENT ACT OF THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** The Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than \_\_\_\_\_ calendar days after release to proceed.

Comment [CM3]: TASER respectfully requests deleting or revising this section to better reflect the relationship here. TASER will ship the goods upon receipt of a purchase order from the City

10. **Clean Up:** Company shall promptly remove from the City's premises all materials condemned by the City's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by the City, City may remove and replace such at Company's expense.

Comment [CM4]: I don't believe this section is applicable—perhaps we could remove?

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completionreceipt. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** ~~The City may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent Company shall be responsible for all reasonable costs as may be necessary to protect itself the City from loss on account of:~~

Comment [CM5]: TASER respectfully requests this change due to revenue recognition

- 12.1. Defective work not remedied; or
- 12.2. Claims filed or reasonable evidence indicating possible filing of claims; or
- 12.3. Failure of the Company to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Company; or
- 12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Company provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment may

be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the City of any kind whatsoever. provided the City provides prior notice to Company as soon as reasonably practicable under the circumstances.

14. **PROMPT PAY ACT:** The City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

15. **Payment; Retainage:** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. Company will invoice the City upon shipment of the hardware for year one, and thereafter on an annual basis. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements. Notwithstanding the foregoing, any products and/or services not rejected by the City's within 14 days of the City's receipt of such items, will be deemed accepted.

Comment [CM6]: TASER respectfully requests this revision due to revenue recognition

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

16. **No Third Party Beneficiary:** The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

17. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION,

INTERPRETATION OR BREACH OF THE CONTRACT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE COMPANY AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. **Sovereign Immunity:** By executing this contract the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

19. **Insurance**

Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person  
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -

Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Company certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82<sup>nd</sup> regular session of the Texas Legislature, and effective January 1, 2012. The Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Company.

20. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

21. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

22. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

23. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be

an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

**24. Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

**25. Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**26. Termination At Will:** ~~The City Either party~~ may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to the ~~other party Company~~. The parties to this Contract understand and agree that it is in the City's sole discretion to cancel the Contract during the term of the Contract without penalty to the City. The Company has no expectation

and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

27. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: \_\_\_\_\_  
Courtney B. Sharp, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

STATE OF TEXAS        §

§

COUNTY OF MIDLAND    §

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared, \_\_\_\_\_, an officer of \_\_\_\_\_, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** Question  
**Date:** Friday, November 11, 2016 12:58:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Marc,

Describe the difference in the Unlimited Bundle Plan and the Basic + TAP plan that you offered as an alternative.

I want to know in case I'm asked at the council meeting due to the cost difference. They may ask why we didn't take the alt since it's cheaper.

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** Quote  
**Date:** Tuesday, November 08, 2016 12:27:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Were you able to put together an updated quote based on our grant figures?

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** Quote  
**Date:** Monday, October 31, 2016 2:22:00 PM  
**Attachments:** [0533\\_001.pdf](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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As discussed on the phone, year 1 needs to reflect the total that I penciled in.

Years 2 – 5 should be good.

Thanks

**Price Robinson**  
*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

**From:** copier@midlandtexas.gov [mailto:[copier@midlandtexas.gov](mailto:copier@midlandtexas.gov)]  
**Sent:** Monday, October 31, 2016 2:07 PM  
**To:** Price Robinson  
**Subject:** Attached Image

## Tammi Casey

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**From:** Marc Palmieri <mpalmieri@taser.com>  
**Sent:** Wednesday, September 07, 2016 1:02 PM  
**To:** Seth Herman  
**Subject:** Re: 5 Year Cost Analysis

Thank you for reaching out Seth. I'm looking at the original proposal we provided as well as the RFP proposal today and will get back to you.

Is that okay?

---

—  
**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Tuesday, September 6, 2016 at 4:50 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** 5 Year Cost Analysis

Marc,

We are in the final stages of the decision-making process and all I am needing is a 5-year cost breakdown from participating vendors. I have a previous analysis from you guys, but the total was more than your RFP return. Let me know what you need from me.

Thanks,  
Seth.

## Tammi Casey

---

**From:** Marc Palmieri <mpalmieri@taser.com>  
**Sent:** Friday, September 09, 2016 9:28 AM  
**To:** Seth Herman  
**Subject:** Re: 5 Year Cost Analysis

Seth,  
That sounds good. Would you like a revised proposal in our standard proposal format, like what I previously provided, with the removal of Fleet?

--

**Marc Palmieri**  
Subject Matter Expert - Axon Fleet  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On Sep 9, 2016, at 8:27 AM, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)> wrote:

Marc,

Let's stick with the unlimited plan for the quote and remove the Axon Fleet for now. That will be the direction we will likely go, but not required for this five-year cost analysis.

Thanks,  
Seth.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]  
**Sent:** Thursday, September 08, 2016 2:39 PM  
**To:** Seth Herman  
**Subject:** Re: 5 Year Cost Analysis

Seth,  
I just compared the prior quote I provided you with the cost in the RFP. The quote I previously provided included Axon Fleet, which was discounted to \$0, and the associated [Evidence.com](#) licenses at \$39 per car per month for 133 cars. When you remove this cost from the proposal I sent, the delta between that proposal and the RFP is approx. \$20,500 and that difference would be made up in additional discounts we provided in the RFP cost model.

One thing I wanted to mention is that we quoted the Unlimited Plan with [Evidence.com](#), which is our highest plan. This includes Unlimited storage as well as all the features of [Evidence.com](#) and replacement equipment at 2.5 years and 5 years – this means you are actually getting 3 sets of cameras, mounts and docks. If needed for final pricing, I can provide lower cost options of our Basic Plan with additional storage based on camera usage and TAP (TASER Assurance Plan) to cover new hardware at 2.5 and 5 years like the Unlimited Plan. What are your thoughts?

—  
**Marc Palmieri**

Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Wednesday, September 7, 2016 at 2:18 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** RE: 5 Year Cost Analysis

That great – Thanks Marc

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]  
**Sent:** Wednesday, September 07, 2016 1:02 PM  
**To:** Seth Herman  
**Subject:** Re: 5 Year Cost Analysis

Thank you for reaching out Seth. I'm looking at the original proposal we provided as well as the RFP proposal today and will get back to you.

Is that okay?

—  
**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Tuesday, September 6, 2016 at 4:50 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** 5 Year Cost Analysis

Marc,

We are in the final stages of the decision-making process and all I am needing is a 5-year cost breakdown from participating vendors. I have a previous analysis from you guys, but the total was more than your RFP return. Let me know what you need from me.

Thanks,  
Seth.

## Tammi Casey

---

**From:** Marc Palmieri <mpalmieri@taser.com>  
**Sent:** Wednesday, September 07, 2016 1:02 PM  
**To:** Seth Herman  
**Subject:** Re: 5 Year Cost Analysis

Thank you for reaching out Seth. I'm looking at the original proposal we provided as well as the RFP proposal today and will get back to you.

Is that okay?

---

—  
**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Tuesday, September 6, 2016 at 4:50 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** 5 Year Cost Analysis

Marc,

We are in the final stages of the decision-making process and all I am needing is a 5-year cost breakdown from participating vendors. I have a previous analysis from you guys, but the total was more than your RFP return. Let me know what you need from me.

Thanks,  
Seth.

## Tammi Casey

---

**From:** Marc Palmieri <mpalmieri@taser.com>  
**Sent:** Friday, June 24, 2016 2:19 PM  
**To:** Seth Herman  
**Subject:** Re: AXON Body Camera Program Quote

Thanks Seth. The proposal will reflect 123 Axon Fleet cameras at no charge and you can take delivery of those and trade in your existing systems at any time. Is there any reason why you wouldn't want to do everything at once so you are immediately on the same platform for in-car and body cameras?

Let me know if there is anything I can do to help.

---

—  
**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Friday, June 24, 2016 at 2:06 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** RE: AXON Body Camera Program Quote

Marc,

We will need to accommodate 123 initially.

---

**From:** Marc Palmieri [mailto:[mpalmieri@taser.com](mailto:mpalmieri@taser.com)]  
**Sent:** Friday, June 24, 2016 1:46 PM  
**To:** Seth Herman  
**Subject:** Re: AXON Body Camera Program Quote

Not a problem Seth....I'm glad to help. I will put the quote together and get it out to you by the end of the day today. Keep in mind the offer for one-to-one trade ins of your existing systems. How many in-car cameras do you currently have, so I can apply the appropriate discount for an equivalent number of free Axon Fleet cameras?

---

—  
**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Date:** Friday, June 24, 2016 at 11:00 AM

**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Subject:** RE: AXON Body Camera Program Quote

Marc,

I realize I'm throwing a lot at you, but is there any way to get a quote for 133 body cameras and in-car systems together? The intention would be to have the body cameras all at once, but phase out the current in-car systems in use and replace them with Taser systems over a 5 year period.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]

**Sent:** Thursday, June 23, 2016 1:13 PM

**To:** Seth Herman

**Subject:** Re: AXON Body Camera Program Quote

You're welcome Seth! In the meantime, I will send you a link to a video I redacted using Smart Tracker that you can feel free to share with your legal representative.

—  
**Marc Palmieri**

Axon Senior Regional Manager

Mobile: 480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Date:** Thursday, June 23, 2016 at 10:57 AM

**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Subject:** RE: AXON Body Camera Program Quote

Marc,

Thanks for the reply. I'll get with you after I have spoken with the legal representative if a demo is needed.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]

**Sent:** Thursday, June 23, 2016 12:49 PM

**To:** Seth Herman

**Subject:** Re: AXON Body Camera Program Quote

Thank you for the update Seth! I would be glad to help with any redaction questions. We recently made a big improvement to our Smart Tracker based redaction to greatly improve the redaction capabilities and reduce the amount of time it takes the user to perform redaction work. If you would like to see a demo of that feature specifically, I would be glad to help.

—  
**Marc Palmieri**

Axon Senior Regional Manager

Mobile: 480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Date:** Thursday, June 23, 2016 at 10:47 AM

**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Subject:** RE: AXON Body Camera Program Quote

Marc,

We are awaiting the Chief's presentation to city management. We may have some questions as the date looms closer. I am actually about to speak with one of our legal department representatives regarding redaction capabilities – so I might need a few questions answered on that end, but I'll let you know.

Thanks,

Seth.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]

**Sent:** Thursday, June 23, 2016 11:39 AM

**To:** Seth Herman

**Subject:** Re: AXON Body Camera Program Quote

I hope you're doing well Seth. I wanted to touch base to see if there were any updates on the body camera project. I also wanted to see if you had any questions about Axon Fleet or some of the other Evidence.com plans we offer.

Thanks for your time!

—

**Marc Palmieri**

Axon Senior Regional Manager

Mobile: 480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Date:** Wednesday, June 15, 2016 at 6:54 PM

**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Subject:** RE: AXON Body Camera Program Quote

Thanks again Marc. I'll let you know as soon as we have confirmation from the Chief.

Seth.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]

**Sent:** Wednesday, June 15, 2016 8:53 PM

**To:** Seth Herman  
**Subject:** Re: AXON Body Camera Program Quote

Well, I'm here to help and offer a heckuva deal whenever I can!

Please let me know if there is any way I can help and if I need to make a trip to Midland.

--

**Marc Palmieri**  
Axon Senior Regional Manager  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On Jun 15, 2016, at 6:48 PM, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)> wrote:

That sounds like a heckuva deal Marc.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]  
**Sent:** Wednesday, June 15, 2016 7:51 PM  
**To:** Seth Herman  
**Subject:** Re: AXON Body Camera Program Quote

Thanks Seth! The [Evidence.com](#) plan that was quoted includes unlimited storage, but we also have a plan we refer to as Basic and another called Basic + TAP (TASER Assurance Plan). The Basic Plan is only \$15 per month per camera and includes 10GB of storage per camera. We can then add additional storage based on camera usage per day and retention policies. Basic + TAP adds \$17 per month, bringing the total to \$32 per month per camera, and adds the replacement equipment at 2.5 years and 5 years like the Unlimited Plan.

I wanted to make sure you were aware of some additional options. Please let me know if you have any questions.

--  
**Marc Palmieri**  
Axon Senior Regional Manager  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On Jun 15, 2016, at 3:08 PM, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)> wrote:

Marc,

Thanks very much. We'll be in touch.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]  
**Sent:** Wednesday, June 15, 2016 11:02 AM

**To:** Seth Herman  
**Cc:** Dave Kannenberg  
**Subject:** Re: AXON Body Camera Program Quote

Seth,

Attached is the revised quote for 133 Axon Body 2 cameras with CAD / RMS Integration.

The only changes I made are the following:

- 1) Increased camera quantity to 133
- 2) Increased [Evidence.com](#) Unlimited Plan to 133
- 3) Increased the amount of spare cameras from 3 to 4

The Unlimited Plan includes replacement cameras, mounts and docks at 2.5 years and again at 5 years at no additional charge. The replacement equipment will be the latest model available at the time ensuring you are always on the latest technology.

Additionally, the cameras are covered by a full warranty for the duration of the 5-year contract, which covers any damage that happens in the line of duty.

Beyond body cameras, I wanted to make sure you are aware of Axon Fleet, our new in-car camera system. Axon Fleet leverages the power of Axon Body 2 as well as existing technology in your vehicles to offer a feature rich system at an affordable price. Axon Fleet is priced at \$499 and is fully integrated with Axon Body 2. The [Evidence.com](#) Unlimited Plan for Axon Fleet is only \$39 per month, which brings the total cost of ownership over 5 years to \$2,839 – **50% less than traditional in-car video!** When you're ready to replace your existing in-car cameras, we will even extend an offer for one-for-one trade ins for Axon Fleet.

Please let me know if you have any questions or if you need any additional changes.

—

**Marc Palmieri**  
Axon Senior Regional Manager  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Tuesday, June 14, 2016 at 3:25 PM  
**To:** Office User <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** RE: AXON Body Camera Program Quote

Marc,

I appreciate the reply. No need for an explanation on the quote – just needed a revision since we were going with 133 instead of 130.

Thanks very much,

Seth.

---

**From:** Marc Palmieri [<mailto:mpalmieri@taser.com>]  
**Sent:** Tuesday, June 14, 2016 4:53 PM  
**To:** Seth Herman  
**Cc:** Dave Kannenberg  
**Subject:** Re: AXON Body Camera Program Quote

Thanks for reaching out Seth. I'm happy to help. I'm at our Axon User's Conference right now and will get that done tonight.

I will be back in TX Wednesday night and have availability Thursday and Friday if you would like to meet in person to discuss the quote in detail. We can review everything that's included in the quote including the equipment replacement cycles that are part of our Unlimited Plan and Basic + TAP Plan.

Thank you for your time Seth!

--

**Marc Palmieri**  
Axon Senior Regional Manager  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On Jun 13, 2016, at 1:25 PM, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)> wrote:

Marc,

Is there any way that we can obtain a revised quote for 133 systems rather than the spec'd 130?

Thanks,  
Seth.

---

**From:** Manoj Mohan [<mailto:mailto:manoj@taser.com>]  
**Sent:** Friday, April 15, 2016 9:38 AM  
**To:** Dave Kannenberg  
**Cc:** Seth Herman  
**Subject:** AXON Body Camera Program Quote  
**Importance:** High

Hi Dave,

I hope all is well. Attached you will find the quote. I have included a 10% discount on the entire solution. Keep in mind, we offer a large range of solutions and corresponding price points. This particular solution you have asked for is at the top end. If you'd like to consider solutions that will still provide you a great solution at a lesser cost, I'll be more than happy to provide you additional information we can discuss to work within the budget.

Thank you,

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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<Midland PD 130 Body 2 Unlimited.pdf>

## **Tammi Casey**

---

**From:** Marvin England <mengland@taser.com>  
**Sent:** Wednesday, May 25, 2016 2:48 PM  
**To:** Manoj Mohan; Seth Herman  
**Cc:** Dave Kannenberg  
**Subject:** Re: Bandwidth Analysis for Body Camera Program

Hi Chief Herman,

The only thing I would add is if you have multiple locations do this shift schedule by location.

Regards,

Marvin England

Sent from OWA on Android

---

**From:** Manoj Mohan  
**Sent:** Wednesday, May 25, 2016 2:32:37 PM  
**To:** Seth Herman  
**Cc:** Dave Kannenberg; Marvin England  
**Subject:** Bandwidth Analysis for Body Camera Program

Hi Chief Herman,

We would like to provide you a bandwidth analysis to understand how your existing bandwidth will work with the introduction of BWCs. Do you mind sending us the following:

- # Shifts Per Day
- # Officers per shift that will be docking a body camera
- Resolution you will be using (480, 720, 1080)

Marvin on our team (copied here) is on our engineering team and may need a bit more info. Marvin, please feel to chime in with any additional questions. Thank you!

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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## Tammi Casey

---

**From:** Manoj Mohan <manoj@taser.com>  
**Sent:** Tuesday, May 24, 2016 8:26 AM  
**To:** Seth Herman  
**Cc:** Dave Kannenberg  
**Subject:** Re: RFP Reference

Sure thing! If it works for your team, I can be in Midland next week to have the meeting with the CIO and Chief.

Let me know and I'll make arrangements. Thank you,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>  
**Date:** Friday, May 20, 2016 at 2:54 PM  
**To:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>  
**Subject:** RE: RFP Reference

Thanks Manoj.

---

**From:** Manoj Mohan [<mailto:manoj@taser.com>]  
**Sent:** Friday, May 20, 2016 1:11 PM  
**To:** Seth Herman  
**Subject:** RFP Reference

Here's one – more to come. Happy Friday!

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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## **Tammi Casey**

---

**From:** Dave Kannenberg  
**Sent:** Monday, June 13, 2016 5:35 PM  
**To:** Seth Herman  
**Subject:** RE: TASER QUOTE  
**Attachments:** Taser vs. Panasonic.xlsx

Hey Seth,

We do – attached is that worksheet I prepared. It has the Taser Basic and Unlimited side by side. I think it would be smart to start out with the Basic since you can always upgrade on the fly. If you have any question, just give me a call.

Dave

---

**From:** Seth Herman  
**Sent:** Monday, June 13, 2016 3:06 PM  
**To:** Dave Kannenberg  
**Subject:** RE: TASER QUOTE

Sorry Dave, the text appeared fairly cryptic. I was wondering if we had a quote from Taser for the basic plan rather than unlimited data storage.

---

**From:** Dave Kannenberg  
**Sent:** Monday, June 13, 2016 2:52 PM  
**To:** Seth Herman  
**Subject:** TASER QUOTE

Hey Seth,

I don't have a formal quote from Taser other than the one we got last. Are you referring to the replacement of dash cams as well or just a body camera deployment. Once we know what to ask for I can get Marc to quote it.

Dave

## Tammi Casey

---

**From:** AJ Banda <abanda@taser.com>  
**Sent:** Thursday, February 11, 2016 10:48 AM  
**To:** Manoj Mohan; Dave Kannenberg  
**Cc:** William Heuer; Seth Herman  
**Subject:** RE: Upcoming Axon Camera Evaluation

Hi Dave, feel free to reference the email sent yesterday regarding the dock setup as well as camera assignment. I can resend it if you don't have it. Please do not hesitate to reach out on my cell (623-282-6124) anytime this week to walk through this.

Thank you!  
-AJ

**AJ Banda**  
Regional Support Manager  
Direct: 480.463.2171

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---

**From:** Manoj Mohan  
**Sent:** Thursday, February 11, 2016 9:42 AM  
**To:** Dave Kannenberg <dkannenberg@midlandtexas.gov>; AJ Banda <abanda@taser.com>  
**Cc:** William Heuer <wheuer@midlandtexas.gov>; Seth Herman <sherman@midlandtexas.gov>  
**Subject:** Re: Upcoming Axon Camera Evaluation  
**Importance:** High

Hi Dave,

Great to hear. Once the docking stations are setup we will need to assign the cameras to the end users. AJ, can you send over the process for assigning the cameras so we can have that done before next Wednesday?

The agenda will be quite simple, we will do a training for end users on the camera functionality, tagging options and then do a high level overview of Evidence.com and Evidence Sync. Following that, I can work with the administrators to show you how to permission the system for everyone's appropriate access rights. We will also be available for ongoing support if you need extra training, or have any questions we can help with. Will that work for your team?

I'm happy to share an overview of TASER's integrated technology suite if the audience is appropriate for that type of meeting. Let me know if there are specific things you would like for me to cover.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>

**Date:** Wednesday, February 10, 2016 at 5:25 PM

**To:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Cc:** William Heuer <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Subject:** RE: Upcoming Axon Camera Evaluation

Hello Manoj,

We have received the equipment and it is in my office. We will be staging out of the Field Office Bureau Briefing Room and additional cables are being pulled to support the docking stations tomorrow (Thursday). We should have everything in place for Wednesday. What is your itinerary and agenda?

Take care,

**Dave Kannenberg**

*Assistant Director* | Communications and Information Services

O: 432-685-7511

C: 432-212-2942

F: 432-686-1399

601 N. Loraine, Suite 101  
Midland, TX 79701



---

**From:** Manoj Mohan [mailto:[manoj@taser.com](mailto:manoj@taser.com)]

**Sent:** Wednesday, February 10, 2016 2:09 PM

**To:** AJ Banda; William Heuer; Dave Kannenberg

**Subject:** Re: Upcoming Axon Camera Evaluation

**Importance:** High

Hi All,

We'd like to have the camera docking stations setup before I arrive onsite next Wednesday so we can focus on training. Can you confirm receipt of the equipment?

AJ can you please send over the dock setup information? Dave, William, Once you receive the info, please let us know if you would like to walk through it on the phone. it's a simple process and we are happy to assist so we can make the best use of your time next week.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Date:** Friday, February 5, 2016 at 10:20 AM

**To:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>, "[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>

**Subject:** Re: Upcoming Axon Camera Evaluation

Adding Dave to the thread as well. Dave please see below. We are happy to get some pre-work done with you setting up the docks before we arrive so we can focus on training on-site.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>

**Date:** Friday, February 5, 2016 at 10:18 AM

**To:** "[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>

**Cc:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Subject:** Upcoming Axon Camera Evaluation

Hello William, I just wanted to let you know that your Axon equipment has been shipped to you via FedEx 634189559935. In preparation for TASER's on-site visit - I would be happy to help with the setup of the hardware (camera assignment and docking station configuration) as well as the backend setup (Sync and Evidence.com). Would you have some time next week for a quick phone call to discuss?

-AJ

**AJ Banda**  
Regional Support Manager  
Direct: 480.463.2171

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## Tammi Casey

---

**From:** AJ Banda <abanda@taser.com>  
**Sent:** Thursday, February 11, 2016 10:48 AM  
**To:** Manoj Mohan; Dave Kannenberg  
**Cc:** William Heuer; Seth Herman  
**Subject:** RE: Upcoming Axon Camera Evaluation

Hi Dave, feel free to reference the email sent yesterday regarding the dock setup as well as camera assignment. I can resend it if you don't have it. Please do not hesitate to reach out on my cell (623-282-6124) anytime this week to walk through this.

Thank you!  
-AJ

**AJ Banda**  
Regional Support Manager  
Direct: 480.463.2171

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---

**From:** Manoj Mohan  
**Sent:** Thursday, February 11, 2016 9:42 AM  
**To:** Dave Kannenberg <dkannenberg@midlandtexas.gov>; AJ Banda <abanda@taser.com>  
**Cc:** William Heuer <wheuer@midlandtexas.gov>; Seth Herman <sherman@midlandtexas.gov>  
**Subject:** Re: Upcoming Axon Camera Evaluation  
**Importance:** High

Hi Dave,

Great to hear. Once the docking stations are setup we will need to assign the cameras to the end users. AJ, can you send over the process for assigning the cameras so we can have that done before next Wednesday?

The agenda will be quite simple, we will do a training for end users on the camera functionality, tagging options and then do a high level overview of Evidence.com and Evidence Sync. Following that, I can work with the administrators to show you how to permission the system for everyone's appropriate access rights. We will also be available for ongoing support if you need extra training, or have any questions we can help with. Will that work for your team?

I'm happy to share an overview of TASER's integrated technology suite if the audience is appropriate for that type of meeting. Let me know if there are specific things you would like for me to cover.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>

**Date:** Wednesday, February 10, 2016 at 5:25 PM

**To:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Cc:** William Heuer <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Subject:** RE: Upcoming Axon Camera Evaluation

Hello Manoj,

We have received the equipment and it is in my office. We will be staging out of the Field Office Bureau Briefing Room and additional cables are being pulled to support the docking stations tomorrow (Thursday). We should have everything in place for Wednesday. What is your itinerary and agenda?

Take care,

**Dave Kannenberg**

*Assistant Director* | Communications and Information Services

O: 432-685-7511

C: 432-212-2942

F: 432-686-1399

601 N. Loraine, Suite 101  
Midland, TX 79701



---

**From:** Manoj Mohan [mailto:[manoj@taser.com](mailto:manoj@taser.com)]

**Sent:** Wednesday, February 10, 2016 2:09 PM

**To:** AJ Banda; William Heuer; Dave Kannenberg

**Subject:** Re: Upcoming Axon Camera Evaluation

**Importance:** High

Hi All,

We'd like to have the camera docking stations setup before I arrive onsite next Wednesday so we can focus on training. Can you confirm receipt of the equipment?

AJ can you please send over the dock setup information? Dave, William, Once you receive the info, please let us know if you would like to walk through it on the phone. it's a simple process and we are happy to assist so we can make the best use of your time next week.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Date:** Friday, February 5, 2016 at 10:20 AM

**To:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>, "[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>, Dave Kannenberg <[dkannenberg@midlandtexas.gov](mailto:dkannenberg@midlandtexas.gov)>

**Subject:** Re: Upcoming Axon Camera Evaluation

Adding Dave to the thread as well. Dave please see below. We are happy to get some pre-work done with you setting up the docks before we arrive so we can focus on training on-site.

Thanks,

Manoj

Manoj Mohan

Sr. Regional Manager

Mobile: 480-868-0027

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---

**From:** AJ Banda <[abanda@taser.com](mailto:abanda@taser.com)>

**Date:** Friday, February 5, 2016 at 10:18 AM

**To:** "[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)" <[wheuer@midlandtexas.gov](mailto:wheuer@midlandtexas.gov)>

**Cc:** Manoj Mohan <[manoj@taser.com](mailto:manoj@taser.com)>

**Subject:** Upcoming Axon Camera Evaluation

Hello William, I just wanted to let you know that your Axon equipment has been shipped to you via FedEx 634189559935. In preparation for TASER's on-site visit - I would be happy to help with the setup of the hardware (camera assignment and docking station configuration) as well as the backend setup (Sync and Evidence.com). Would you have some time next week for a quick phone call to discuss?

-AJ

**AJ Banda**  
Regional Support Manager  
Direct: 480.463.2171

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**From:** [Nicholas Toulet-Crump](#)  
**To:** [Regina Stephenson](#)  
**Subject:** RE: 16004303 Body Camera Contract  
**Date:** Monday, November 28, 2016 11:36:48 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

That should be fine.

Nicholas Toulet

---

**From:** Regina Stephenson  
**Sent:** Tuesday, November 22, 2016 4:00 PM  
**To:** Nicholas Toulet-Crump  
**Subject:** FW: 16004303 Body Camera Contract

Hi Nicholas,

Certificate 2 is Taser's General Liability insurance certificate. It is a claims made/occurrence policy. I think this should be OK but I just wanted to check with you so I can request changes if needed. Please let me know what you think.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager  
O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Tuesday, November 22, 2016 2:35 PM  
**To:** Regina Stephenson; Price Robinson; Marc Palmieri  
**Cc:** Alissa McDowell; Seth Herman  
**Subject:** RE: 16004303 Body Camera Contract

Chief Robinson, Regina,

Thanks so much for sending this over. Please see attached insurance certificates. I will see that the contract is signed and notarized, and send over two copies. We look forward to working with the

City going forward.

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Regina Stephenson [<mailto:rstephenson@midlandtexas.gov>]

**Sent:** Tuesday, November 22, 2016 1:16 PM

**To:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Cc:** Alissa McDowell <[amcdowell@taser.com](mailto:amcdowell@taser.com)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>

**Subject:** 16004303 Body Camera Contract

Hi Marc,

Please print 2 copies of the attached contract and Exhibits A and B, sign notarize and return both copies of the contract and exhibits to:

City of Midland  
Attn: Purchasing Division  
P O Box 1152  
Midland, TX 79702

Also, please send a copy of Taser's insurance certificate in accordance with the requirements in paragraph 19 of the attached contract. Please let me know if you have any questions.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Price Robinson  
**Sent:** Tuesday, November 22, 2016 11:43 AM  
**To:** Marc Palmieri  
**Cc:** Alissa McDowell; Caitlin Morgan; Regina Stephenson; Seth Herman  
**Subject:** City Council meeting

Marc,

This morning, the Midland City Council unanimously approved the contract with Taser for 133 body-worn cameras for our department. I took one for demo and they were impressed.

Regina Stephenson will be in touch when she is ready to send the contract for signatures and the PO.

Deputy Chief Herman will continue as your contact to coordinate receiving the equipment, scheduling implementation, etc.

It's been a pleasure working with you and we look forward to a good working relationship in the future.

Price Robinson

**Price Robinson**  
*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Cc:** [Regina Stephenson](#)  
**Subject:** RE: Body camera  
**Date:** Friday, November 18, 2016 5:08:00 PM

---

Our Purchasing Manager, Regina Stephenson, will coordinate the contract and the PO process with you once council approves it.

I've included her in this e-mail.

Price Robinson  
Chief of Police I Midland Police Department  
O. 432-685-7103 F. 432-685-7585

601 N. Loraine | Midland, TX 79701

-----Original Message-----

From: Marc Palmieri [<mailto:mpalmieri@taser.com>]  
Sent: Friday, November 18, 2016 4:26 PM  
To: Price Robinson  
Subject: Re: Body camera

One more question Chief....after the city council meeting what is the process for getting the contract executed and PO issued? Who all needs to sign it and how long do you think that process will take?

Thanks for the help. This will help me clarify next steps with our team at the office.

—  
Marc Palmieri

Subject Matter Expert – Axon Fleet  
Mobile: 480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On 11/18/16, 5:10 PM, "Price Robinson" <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)> wrote:

We have a few of the T&E models here and I'll use one. Coordinate with Dave Kannenberg on the return of them after Tuesday's meeting.

Sent from my iPhone

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Cc:** [LeAnn Hadden](#)  
**Subject:** RE: Body Cameras  
**Date:** Friday, October 28, 2016 4:23:00 PM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)

---

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

---

**From:** Marc Palmieri [mailto:[mpalmieri@taser.com](mailto:mpalmieri@taser.com)]

**Sent:** Friday, October 28, 2016 3:55 PM

**To:** Price Robinson

**Subject:** Re: Body Cameras

Thanks Chief. I will get with our proposal team and make the necessary changes for you and then send over the revised proposal.

—

**Marc Palmieri**

Subject Matter Expert – Axon Fleet

Mobile: 480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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---

**From:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>

**Date:** Friday, October 28, 2016 at 4:46 PM

**To:** Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>

**Subject:** FW: Body Cameras

The balance to add is \$25,988.52. The guideline for eligible expenses is below.

I guess this could be added to the first year of storage and then 25% of this amount deducted from storage for years 2-5. You said you are familiar with this, so I'll leave it to you.

Could you send me a revised quote with this adjustment so I can give it to our grant writer?

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

---

**From:** LeAnn Hadden  
**Sent:** Friday, October 28, 2016 3:35 PM  
**To:** Price Robinson  
**Subject:** Body Cameras

Grant Amount: \$168,750.00

### **Eligible Expenses**

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

**From:** [Caitlin Morgan](#)  
**To:** [Regina Stephenson](#); [Marc Palmieri](#); [Lizbeth Sanchez](#)  
**Subject:** RE: Contract 16004303 Body Cameras  
**Date:** Friday, December 16, 2016 11:35:44 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Midland contract Exhibit B fully signed.pdf](#)

---

Hi Regina,

No problem. The signed copy is set to go out today, and you should receive tomorrow. See attached pdf in the meantime, and let me know if you need anything further from us.

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]

**Sent:** Thursday, December 15, 2016 12:44 PM

**To:** Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Caitlin,

We would prefer that the signatures match.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Thursday, December 15, 2016 1:02 PM  
**To:** Regina Stephenson; Marc Palmieri; Lizbeth Sanchez  
**Subject:** RE: Contract 16004303 Body Cameras

Hello again,

Regarding the below, I now have the package with the Exhibit B for signature. I just left you a voicemail, as I have a quick question about counter-signature. Does the City require the same individual who signed the contract to sign this exhibit, or would another authorized signatory work? If it's all right that another signs, I can have this in the mail today to overnight.

Thank you!  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Caitlin Morgan  
**Sent:** Thursday, December 15, 2016 8:33 AM  
**To:** 'Regina Stephenson' <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; 'Lizbeth Sanchez' <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>  
**Subject:** RE: Contract 16004303 Body Cameras

Hi Regina,

Just wanted to follow up on this. I haven't seen the contracts yet—did the account number work all right for you? Let me know if you already sent it, and I'll check again.

Thank you!  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Caitlin Morgan

**Sent:** Wednesday, December 07, 2016 11:22 AM

**To:** 'Regina Stephenson' <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Regina,

No problem, and sorry for my delay. The Fed Ex account number you can use is: 1730 1309 4. You can have it sent to my attention or to Contracts. As soon as I receive it, I'll have the exhibit pages countersigned and overnight one fully executed copy to the City. Does that work?

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Regina Stephenson [<mailto:rstephenson@midlandtexas.gov>]

**Sent:** Wednesday, December 07, 2016 7:41 AM

**To:** Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Caitlin,

Our City Manager has already signed the copy we have. It would be easier to send it to Taser and then return it to us with your signature.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Tuesday, December 06, 2016 5:50 PM  
**To:** Marc Palmieri; Lizbeth Sanchez  
**Cc:** Regina Stephenson  
**Subject:** RE: Contract 16004303 Body Cameras

Hi Liz,

My sincere apologies—I misunderstood and didn't think our signature was necessary since it's an exhibit to the overall signed contract. But of course, we can accommodate. Might it be easier if I just overnighted two new copies of the exhibit B pages only, signed by TASER? To save the city the time and effort of sending back the contract?

Of course, if the city prefers to send back the whole document, I'm happy to get our FedEx account info for you. Sorry again, and just let me know what would work best for you.

Thank you,

Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Marc Palmieri  
**Sent:** Tuesday, December 06, 2016 4:31 PM  
**To:** Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>  
**Cc:** Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** Re: Contract 16004303 Body Cameras

Liz,

Thank you for contacting me and making me aware that we missed a signature page. I've copied Caitlin Morgan from our Contracts Team as she will be able to assist with getting the document back to our office and signed.

Thank you all for your assistance with this. Please let me know if there is anything else you need from me.

--

**Marc Palmieri**

Subject Matter Expert - Axon Fleet

480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

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On Dec 6, 2016, at 3:17 PM, Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)> wrote:

Marc,

The City of Midland received contract 16004303 Body Cameras. Except Exhibit B was not signed by Taser. I will need to send this back to you to have it signed as soon as possible. Is there a Fedex or UPS account number I can use to send this back?

Let me know if you have any questions. Thanks!

**Liz Sanchez**

Purchasing Tech

O. 432-685-7239

[<image001.png>](#)

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

City of Midland

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

F. 432-685-0523

**From:** [Caitlin Morgan](#)  
**To:** [Regina Stephenson](#); [Marc Palmieri](#); [Lizbeth Sanchez](#)  
**Subject:** RE: Contract 16004303 Body Cameras  
**Date:** Friday, December 16, 2016 11:35:44 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Midland contract Exhibit B fully signed.pdf](#)

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Hi Regina,

No problem. The signed copy is set to go out today, and you should receive tomorrow. See attached pdf in the meantime, and let me know if you need anything further from us.

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]

**Sent:** Thursday, December 15, 2016 12:44 PM

**To:** Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Caitlin,

We would prefer that the signatures match.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Thursday, December 15, 2016 1:02 PM  
**To:** Regina Stephenson; Marc Palmieri; Lizbeth Sanchez  
**Subject:** RE: Contract 16004303 Body Cameras

Hello again,

Regarding the below, I now have the package with the Exhibit B for signature. I just left you a voicemail, as I have a quick question about counter-signature. Does the City require the same individual who signed the contract to sign this exhibit, or would another authorized signatory work? If it's all right that another signs, I can have this in the mail today to overnight.

Thank you!  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**  
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---

**From:** Caitlin Morgan  
**Sent:** Thursday, December 15, 2016 8:33 AM  
**To:** 'Regina Stephenson' <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; 'Lizbeth Sanchez' <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>  
**Subject:** RE: Contract 16004303 Body Cameras

Hi Regina,

Just wanted to follow up on this. I haven't seen the contracts yet—did the account number work all right for you? Let me know if you already sent it, and I'll check again.

Thank you!  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

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---

**From:** Caitlin Morgan

**Sent:** Wednesday, December 07, 2016 11:22 AM

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**Subject:** RE: Contract 16004303 Body Cameras

Hi Regina,

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Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

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---

**From:** Regina Stephenson [<mailto:rstephenson@midlandtexas.gov>]

**Sent:** Wednesday, December 07, 2016 7:41 AM

**To:** Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Caitlin,

Our City Manager has already signed the copy we have. It would be easier to send it to Taser and then return it to us with your signature.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Tuesday, December 06, 2016 5:50 PM  
**To:** Marc Palmieri; Lizbeth Sanchez  
**Cc:** Regina Stephenson  
**Subject:** RE: Contract 16004303 Body Cameras

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Of course, if the city prefers to send back the whole document, I'm happy to get our FedEx account info for you. Sorry again, and just let me know what would work best for you.

Thank you,

Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

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---

**From:** Marc Palmieri  
**Sent:** Tuesday, December 06, 2016 4:31 PM  
**To:** Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>  
**Cc:** Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** Re: Contract 16004303 Body Cameras

Liz,

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Thank you all for your assistance with this. Please let me know if there is anything else you need from me.

--

**Marc Palmieri**

Subject Matter Expert - Axon Fleet

480.431.5845

[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

**TASER | Axon**

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On Dec 6, 2016, at 3:17 PM, Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)> wrote:

Marc,

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**Liz Sanchez**

Purchasing Tech

O. 432-685-7239

[<image001.png>](#)

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

City of Midland

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

F. 432-685-0523

**From:** [Marc Palmieri](#)  
**To:** [Lizbeth Sanchez](#); [Caitlin Morgan](#)  
**Cc:** [Regina Stephenson](#)  
**Subject:** Re: Contract 16004303 Body Cameras  
**Date:** Tuesday, December 06, 2016 5:30:38 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
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**To:** [Marc Palmieri](#); [Lizbeth Sanchez](#)  
**Cc:** [Regina Stephenson](#)  
**Subject:** RE: Contract 16004303 Body Cameras  
**Date:** Tuesday, December 06, 2016 5:49:49 PM

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**Sent:** Thursday, December 15, 2016 8:33 AM

**To:** 'Regina Stephenson' <rstephenson@midlandtexas.gov>; Marc Palmieri <mpalmieri@taser.com>; 'Lizbeth Sanchez' <lzsanchez@midlandtexas.gov>

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**Subject:** RE: Contract 16004303 Body Cameras  
**Date:** Wednesday, December 07, 2016 12:22:17 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hi Regina,

No problem, and sorry for my delay. The Fed Ex account number you can use is: 1730 1309 4. You can have it sent to my attention or to Contracts. As soon as I receive it, I'll have the exhibit pages countersigned and overnight one fully executed copy to the City. Does that work?

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

Protect Life. Protect Truth.

---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]

**Sent:** Wednesday, December 07, 2016 7:41 AM

**To:** Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>

**Subject:** RE: Contract 16004303 Body Cameras

Hi Caitlin,

Our City Manager has already signed the copy we have. It would be easier to send it to Taser and then return it to us with your signature.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233





City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Tuesday, December 06, 2016 5:50 PM  
**To:** Marc Palmieri; Lizbeth Sanchez  
**Cc:** Regina Stephenson  
**Subject:** RE: Contract 16004303 Body Cameras

Hi Liz,

My sincere apologies—I misunderstood and didn't think our signature was necessary since it's an exhibit to the overall signed contract. But of course, we can accommodate. Might it be easier if I just overnigheted two new copies of the exhibit B pages only, signed by TASER? To save the city the time and effort of sending back the contract?

Of course, if the city prefers to send back the whole document, I'm happy to get our FedEx account info for you. Sorry again, and just let me know what would work best for you.

Thank you,  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**  
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---

**From:** Marc Palmieri  
**Sent:** Tuesday, December 06, 2016 4:31 PM  
**To:** Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>  
**Cc:** Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** Re: Contract 16004303 Body Cameras

Liz,  
Thank you for contacting me and making me aware that we missed a signature page. I've copied Caitlin Morgan from our Contracts Team as she will be able to assist with getting the document back to our office and signed.

Thank you all for your assistance with this. Please let me know if there is anything else you need

from me.

--

**Marc Palmieri**

Subject Matter Expert - Axon Fleet  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

**TASER | Axon**

Protect Life. Protect Truth.

On Dec 6, 2016, at 3:17 PM, Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)> wrote:

Marc,

The City of Midland received contract 16004303 Body Cameras. Except Exhibit B was not signed by Taser. I will need to send this back to you to have it signed as soon as possible. Is there a Fedex or UPS account number I can use to send this back?

Let me know if you have any questions. Thanks!

**Liz Sanchez**

Purchasing Tech  
O. 432-685-7239

[<image001.png>](#)

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

**From:** [Caitlin Morgan](#)  
**To:** [Regina Stephenson](#); [Marc Palmieri](#); [Lizbeth Sanchez](#)  
**Subject:** RE: Contract 16004303 Body Cameras  
**Date:** Wednesday, December 07, 2016 12:22:17 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

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---

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**Sent:** Wednesday, December 07, 2016 7:41 AM

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**Subject:** RE: Contract 16004303 Body Cameras

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**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233





City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

---

**From:** Caitlin Morgan [<mailto:cmorgan@taser.com>]  
**Sent:** Tuesday, December 06, 2016 5:50 PM  
**To:** Marc Palmieri; Lizbeth Sanchez  
**Cc:** Regina Stephenson  
**Subject:** RE: Contract 16004303 Body Cameras

Hi Liz,

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Thank you,  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**  
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---

**From:** Marc Palmieri  
**Sent:** Tuesday, December 06, 2016 4:31 PM  
**To:** Lizbeth Sanchez <[lzsanchez@midlandtexas.gov](mailto:lzsanchez@midlandtexas.gov)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>  
**Cc:** Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** Re: Contract 16004303 Body Cameras

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Thank you all for your assistance with this. Please let me know if there is anything else you need

from me.

--

**Marc Palmieri**

Subject Matter Expert - Axon Fleet  
480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

**TASER | Axon**

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On Dec 6, 2016, at 3:17 PM, Lizbeth Sanchez <[lsanchez@midlandtexas.gov](mailto:lsanchez@midlandtexas.gov)> wrote:

Marc,

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Let me know if you have any questions. Thanks!

**Liz Sanchez**

Purchasing Tech  
O. 432-685-7239

[<image001.png>](#)

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** RE: Question  
**Date:** Tuesday, November 15, 2016 3:39:00 PM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)

---

Thanks for the info.

One other thing...do you think you could send me a body camera to show at the council meeting on Nov. 22?

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Lorraine | Midland, TX 79701

---

**From:** Marc Palmieri [mailto:[mpalmieri@taser.com](mailto:mpalmieri@taser.com)]  
**Sent:** Friday, November 11, 2016 2:53 PM  
**To:** Price Robinson  
**Subject:** Re: Question

Chief Robinson,

Thank you for asking so you can be prepared at the city council meeting. Attached is a Product Card that show the details of each of the Evidence.com plans. I'll summarize the primary differences between Unlimited and Basic + TAP below and the Product Card will give additional information.

### **Unlimited**

- Unlimited HD storage in Evidence.com. This provides the most budget certainty as you never need to worry about adding or purchasing additional storage.
- Hardware refresh every 2.5 years – at year 2.5 of the contract you get new cameras, mounts and docks and you get the same at year 5.
- Access to all features of Evidence.com including automatic retention rules, usage reports, locking specific files for IA, file and case sharing, redaction and Active Directory integration.

### **Basic + TAP (TASER Assurance Plan)**

- 10 GB of storage per camera. Additional storage can be purchase at a price of \$0.75 per GB per year.
- TAP provides a hardware refresh every 2.5 years like the Unlimited Plan – at year 2.5 of the contract you get new cameras, mounts and docks and you get the same at year 5.
- Access to limited features in Evidence.com. Customers who choose the Basic Plan typically need additional Pro Plans to get access to some of the other features commonly needed.

Please let me know if you have any questions.

---

**Marc Palmieri**

Subject Matter Expert – Axon Fleet  
Mobile: 480.431.5845  
mpalmieri@taser.com

**TASER | Axon**

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---

**From:** Price Robinson <probinson@midlandtexas.gov>

**Date:** Friday, November 11, 2016 at 1:58 PM

**To:** Marc Palmieri <mpalmieri@taser.com>

**Subject:** Question

Marc,

Describe the difference in the Unlimited Bundle Plan and the Basic + TAP plan that you offered as an alternative.

I want to know in case I'm asked at the council meeting due to the cost difference. They may ask why we didn't take the alt since it's cheaper.

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701



**From:** [Price Robinson](#)  
**To:** [Marc Palmieri](#)  
**Subject:** Re: Quote  
**Date:** Wednesday, November 09, 2016 5:15:42 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thanks

Sent from my iPhone

On Nov 9, 2016, at 3:32 AM, Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)> wrote:

Chief,

Sorry for the delay. Attached is the final proposal with the changes we discussed.  
Please let me know if you have any questions.

---

**Marc Palmieri**

Subject Matter Expert – Axon Fleet  
Mobile: 480.431.5845  
[mpalmieri@taser.com](mailto:mpalmieri@taser.com)

**TASER | Axon**

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---

**From:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>  
**Date:** Tuesday, November 8, 2016 at 1:27 PM  
**To:** Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Subject:** Quote

Were you able to put together an updated quote based on our grant figures?

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585

<image001.jpg>

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

601 N. Loraine | Midland, TX 79701

<Midland PD, TX - Axon Final Proposal (11-9-16).pdf>

**From:** [Caitlin Morgan](#)  
**To:** [Regina Stephenson](#); [Price Robinson](#); [Marc Palmieri](#)  
**Cc:** [Alissa McDowell](#); [Seth Herman](#)  
**Subject:** RE: 16004303 Body Camera Contract  
**Date:** Tuesday, November 22, 2016 2:35:08 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Taser International, Inc. City of Midland 1610277986865\(CERT 2\).pdf](#)  
[Taser International, Inc. City of Midland 1610277986865\(CERT 1\).pdf](#)

---

Chief Robinson, Regina,

Thanks so much for sending this over. Please see attached insurance certificates. I will see that the contract is signed and notarized, and send over two copies. We look forward to working with the City going forward.

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

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---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]  
**Sent:** Tuesday, November 22, 2016 1:16 PM  
**To:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Cc:** Alissa McDowell <[amcdowell@taser.com](mailto:amcdowell@taser.com)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>; Seth Herman <[ssherman@midlandtexas.gov](mailto:ssherman@midlandtexas.gov)>  
**Subject:** 16004303 Body Camera Contract

Hi Marc,

Please print 2 copies of the attached contract and Exhibits A and B, sign notarize and return both copies of the contract and exhibits to:

City of Midland  
Attn: Purchasing Division  
P O Box 1152  
Midland, TX 79702

Also, please send a copy of Taser's insurance certificate in accordance with the requirements in

paragraph 19 of the attached contract. Please let me know if you have any questions.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

F. 432-685-0523

---

**From:** Price Robinson

**Sent:** Tuesday, November 22, 2016 11:43 AM

**To:** Marc Palmieri

**Cc:** Alissa McDowell; Caitlin Morgan; Regina Stephenson; Seth Herman

**Subject:** City Council meeting

Marc,

This morning, the Midland City Council unanimously approved the contract with Taser for 133 body-worn cameras for our department. I took one for demo and they were impressed.

Regina Stephenson will be in touch when she is ready to send the contract for signatures and the PO.

Deputy Chief Herman will continue as your contact to coordinate receiving the equipment, scheduling implementation, etc.

It's been a pleasure working with you and we look forward to a good working relationship in the future.

Price Robinson

**Price Robinson**

*Chief of Police* | Midland Police Department

O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

**From:** [Caitlin Morgan](#)  
**To:** [Samantha McElmurry](#); [Regina Stephenson](#)  
**Cc:** [Marc Palmieri](#)  
**Subject:** RE: 16004303 Body Worn Camera System  
**Date:** Friday, November 11, 2016 2:35:48 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[City of Midland 1295.pdf](#)

---

Good afternoon Regina,

Please see attached signed and notarized Form 1295. Let me know if you have any questions, and hope you have a great weekend!

Thank you!

Caitlin

**Caitlin Morgan**

Contracts Manager

Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**

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---

**From:** Samantha McElmurry

**Sent:** Friday, November 11, 2016 10:34 AM

**To:** Regina Stephenson <rstephenson@midlandtexas.gov>

**Cc:** Caitlin Morgan <cmorgan@taser.com>; Marc Palmieri <mpalmieri@taser.com>

**Subject:** RE: 16004303 Body Worn Camera System

Hello Regina,

Thank you so much for your email; and we are in receipt of it. Caitlin, our Contracts Manager, will review and have the form signed/notarized and email it back to you.

In the meantime, if there's anything else you need from us please don't hesitate to contact me anytime.

Thank you so much! We are excited for this opportunity to work with Midland.

Samantha "Sami" McElmurry  
Proposal Manager  
Direct: 480.436.2138  
Mobile: 971.205.8158  
[smcelmurry@taser.com](mailto:smcelmurry@taser.com)

## **TASER | Axon**

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---

**From:** Regina Stephenson [<mailto:rstephenson@midlandtexas.gov>]

**Sent:** Friday, November 11, 2016 10:06 AM

**To:** Samantha McElmurry <[smcelmurry@taser.com](mailto:smcelmurry@taser.com)>

**Subject:** 16004303 Body Worn Camera System

Hello,

The subject purchase is scheduled for the City of Midland's November 22, 2016 Council Meeting and according to Texas Government Code Section 2252.908, governmental entities **must receive Form 1295** for any purchase/contract taken to the governing body for approval.

Please use the description in the subject line for section 3 of the form.

Please click on the link below. Follow the instructions to create an account for a business and complete Form 1295 as shown on the video.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In section 4 "Interested Party" means (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

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

Please call if you have questions.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233





City of Midland  
300 N. Loraine | P.O. Box 1152 | Midland, TX 79702  
F. 432-685-0523

**From:** [Samantha McElmurry](#)  
**To:** [Regina Stephenson](#)  
**Cc:** [Caitlin Morgan](#); [Marc Palmieri](#)  
**Subject:** RE: 16004303 Body Worn Camera System  
**Date:** Friday, November 11, 2016 11:34:18 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hello Regina,

Thank you so much for your email; and we are in receipt of it. Caitlin, our Contracts Manager, will review and have the form signed/notarized and email it back to you.

In the meantime, if there's anything else you need from us please don't hesitate to contact me anytime.

Thank you so much! We are excited for this opportunity to work with Midland.

Samantha "Sami" McElmurry  
Proposal Manager  
Direct: 480.436.2138  
Mobile: 971.205.8158  
[smcelmurry@taser.com](mailto:smcelmurry@taser.com)

**TASER | Axon**  
Protect Life. Protect Truth.

---

**From:** Regina Stephenson [mailto:[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)]  
**Sent:** Friday, November 11, 2016 10:06 AM  
**To:** Samantha McElmurry <[smcelmurry@taser.com](mailto:smcelmurry@taser.com)>  
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Please call if you have questions.

Thank you!

**Regina Stephenson, CPM**

Purchasing Manager

O. 432-685-7233



City of Midland

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

F. 432-685-0523

**From:** [Caitlin Morgan](#)  
**To:** [Alissa McDowell](#); [Price Robinson](#); [Marc Palmieri](#)  
**Cc:** [Seth Herman](#); [Regina Stephenson](#)  
**Subject:** RE: Body Camera contract  
**Date:** Wednesday, October 26, 2016 10:52:30 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[PD Body\\_Cam\\_Contract\(Original\)\\_TASER\\_comments\\_10-25-16.docx](#)  
[City of Midland MSPA 2016-10-25.docx](#)

---

Hello Chief Robinson,

I have attached requested revisions to the City's contract. I've also attached a copy of TASER's Master Services and Purchasing Agreement, as we request that this please be incorporated into the final contract. If you have any questions or concerns about either of the attached, please don't hesitate to contact me.

Thank you,  
Caitlin

**Caitlin Morgan**  
Contracts Manager  
Direct: 480.502.6296 | Mobile: 928.710.3044

**TASER | Axon**  
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---

**From:** Alissa McDowell  
**Sent:** Monday, October 24, 2016 1:57 PM  
**To:** Price Robinson <[probinson@midlandtexas.gov](mailto:probinson@midlandtexas.gov)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>; Caitlin Morgan <[cmorgan@taser.com](mailto:cmorgan@taser.com)>  
**Cc:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>; Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** RE: Body Camera contract

Thank you Chief Robinson. I've added Caitlin Morgan to this thread. She will be the Contracts Manager handling this for TASER.

Best,

**Alissa McDowell**  
Contracts Manager  
Direct: 480.905.2038 | Mobile: 602.696.6035

**TASER | Axon**

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---

**From:** Price Robinson [<mailto:probinson@midlandtexas.gov>]  
**Sent:** Monday, October 24, 2016 6:46 AM  
**To:** Alissa McDowell <[amcdowell@taser.com](mailto:amcdowell@taser.com)>; Marc Palmieri <[mpalmieri@taser.com](mailto:mpalmieri@taser.com)>  
**Cc:** Seth Herman <[sherman@midlandtexas.gov](mailto:sherman@midlandtexas.gov)>; Regina Stephenson <[rstephenson@midlandtexas.gov](mailto:rstephenson@midlandtexas.gov)>  
**Subject:** Body Camera contract

Alissa and Marc,

Attached is a standard City of Midland contract. As mentioned earlier, please feel free to make changes as you see fit and return it to me. I'll forward your changes to our City Attorney and we will go from there.

Thanks

**Price Robinson**

*Chief of Police* | Midland Police Department  
O. 432-685-7103 F. 432-685-7585



601 N. Loraine | Midland, TX 79701

## **Tammi Casey**

---

**From:** Manoj Mohan <manoj@taser.com>  
**Sent:** Friday, May 20, 2016 1:11 PM  
**To:** Seth Herman  
**Subject:** RFP Reference  
**Attachments:** 2015-62 Body Worn Camera System for Niagara County Sheriff's Office.pdf

Here's one – more to come. Happy Friday!

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

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## Legislation Details (With Text)

---

<b>File #:</b>	14-3134
<b>Type:</b>	Staff Briefing - Without Ordinance
	<b>In control:</b> City Council B Session
<b>On agenda:</b>	12/10/2014
<b>Title:</b>	Briefing on the findings of a Police Body Worn Camera Pilot [Erik Walsh, Deputy City Manager; William P. McManus, Chief of Police]
<b>Sponsors:</b>	
<b>Indexes:</b>	Police
<b>Code sections:</b>	
<b>Attachments:</b>	

Date	Ver.	Action By	Action	Result

**DEPARTMENT:** Police

**DEPARTMENT HEAD:** William P. McManus

**COUNCIL DISTRICTS IMPACTED:** Citywide

**SUBJECT:**

Police Body Worn Cameras

**SUMMARY:**

At the request of the City Council, the San Antonio Police Department has conducted a pilot program to explore and assess the viability of deploying Body Worn Digital Recording Systems (BWDRS), commonly referred to as body cameras, within its ranks.

**BACKGROUND INFORMATION:**

SAPD has installed mobile video and voice recording equipment (COBAN) in marked patrol vehicles. This equipment has the capability to gather video evidence as a recording of officer and citizen interaction from the perspective of the patrol vehicle.

Body worn cameras are a relatively new development in policing and the subject of significant discussion in the law enforcement and civil liberties communities. Current events across the nation have brought this issue to the

forefront.

On January 15, 2014, SAPD presented to the Governance Committee information regarding a proposal for a body worn camera pilot program, as well as current technology the department has in place. The San Antonio Airport Police adopted and issued body worn cameras in Spring of 2014.

## **Historical**

Proponents of body cameras argue that recording police interactions with citizens may help protect police departments from spurious lawsuits, protect citizens from police misconduct, and provide evidentiary support in criminal cases

SAPD initiated its body cameras pilot program in March of 2014. During the pilot program six different models of body worn cameras were evaluated based on studies conducted by the National Institute of Justice (NIJ) and the Department of Homeland Security (DHS). Each vendor provided 25 for testing and the equipment was issued to officers from the Downtown Bike Unit and the Westside Patrol Substation. The pilot was designed to gather data on the technology's effects on citizen and police behavior/accountability, evidentiary value, operation feasibility, program costs, compatibility with COBAN, and other factors.

SAPD staff continued to monitor the results of other cities' pilot programs and review the Police Executive Research Forum (PERF), recommendations. In September of 2014, PERF in conjunction with the U.S. Department of Justice (DOJ), released their report "***Implementing a Body-Worn Camera Program, Recommendations and Lessons Learned.***" This report outlined and supported the issuance of body worn cameras, including recommendations on operation and policies of body cameras for law enforcement. The report also noted that the American Civil Liberties Union (ACLU) is in favor of such programs.

The 2014 PERF study included concerns expressed by civil rights groups and legal experts over data retention and security, privacy concerns, and the need of a model policy regulating use of the technology.

## **Draft Policy**

The 2014 PERF report included policy recommendations for police departments using body cameras or having interest in doing so. The draft policy utilized by SAPD during its BWDRS pilot program met the recommendations outlined and addressed the major concerns noted by the 2014 PERF study.

Key issues addressed in the policy include the following:

- When to begin and end recording (e.g. at the receipt of a call, or immediately prior to initiating a contact with an individual and until the contact is complete);
- When not to record (e.g. in personal areas, patient care areas of hospitals, when contacting confidential informants or covert personnel);
- Who can access stored records and who can authorize requests to view videos; and
- Video retention and deletion time tables.

Both the SAPD Labor Relations Committee and the San Antonio Police Officers' Association have assisted in the development and review of the pilot program and will make recommendations to the Chief of Police regarding the feasibility of deploying BWDRS units for permanent use.

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## Overview of Training and Evaluation

The pilot program focused on four main issues/priorities while testing the various systems. These were:

1. Ease of usability for the officers
2. Capabilities/durability of the units
3. Storage and management of video
4. Support personnel needed to support the program

## Challenges

Upon conclusion of the testing phase of the body cameras pilot program and the analysis of the data, the following Strengths, Weaknesses, Opportunities, and Threats were identified.

Strengths	Weaknesses
<ul style="list-style-type: none"><li>• Coban In-Car video currently deployed</li><li>• Officers trained and familiar with use of video as evidence</li><li>• Internal capacity to train and deploy</li></ul>	<ul style="list-style-type: none"><li>• Lack of support personnel</li><li>• Lack of storage</li><li>• Cost of storage</li><li>• Time spent uploading and tagging</li></ul>
Opportunities	Threats
<ul style="list-style-type: none"><li>• Accountability</li><li>• Public trust and confidence</li><li>• Resolution of complaints</li><li>• Decreased use of force and complaints</li></ul>	<ul style="list-style-type: none"><li>• Limited recording time</li><li>• Limited battery life</li><li>• Rapidly evolving technology</li></ul>

The pilot program demonstrated the value of body cameras for law enforcement purposes. Most of the systems demonstrated an ease of use and ruggedness required for field deployment. The video/evidence provided by the cameras added an extra layer of critical documentation which would be of great value to the Department. Overall the pilot program demonstrated:

## Next Steps

Initial deployment will be to the Downtown Bike Patrol Unit (72 body cameras) and the Parks Police (179 body cameras). These Units have been selected since they currently do not have video support. The Downtown Bike Patrol does not utilize patrol vehicles and thus does not have access to the Coban in-car system. The Parks Police have not been issued Coban in-car systems, and a majority of their operations are on foot, ATV or bicycle

With the adoption and deployment of body cameras for the Park Police and the Downtown Bike Patrol Unit an assessment will need to be completed regarding the current inventory of computers and each facilities bandwidth/infrastructure to support the program. The Downtown Bike Patrol offices, being part of the pilot program, have enough computers and bandwidth to support the program. However, it has been determined that the Park Police HQ and facilities current computer inventory and bandwidth are insufficient to handle the deployment of body cameras.

## Storage

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Based on an analysis of other agencies usage and what they are recording with their body cameras deployment, it is estimated that an officer will generate approximately three hours (2.7 gigabytes) of video per day. Total storage needs will be determined by the number of body cameras deployed.

Total initial deployment would consist of 251 body cameras. The deployment of 251 body cameras would increase our storage needs from the current (In-car based usage) by 33.3% taking us from 1,536 hours of video per day (1.5 Terabytes) to approximately 2,048 hours of video per day (2.0 Terabytes).

#### **ISSUE:**

Review the body cameras pilot program results and determine the feasibility and cost of deploying a body worn police camera system for the San Antonio Police Department to provide support outside the vicinity of patrol vehicles. Explore the viability of providing video support to units currently without in-car video systems (Downtown Bike Patrol and Parks Police).

#### **ALTERNATIVES:**

Not proceed with a body camera program and continue to rely on the mobile in-car video systems currently being deployed.

#### **Proposed Deployment (Depending on Funding)**

Year	Unit	No. of Officers Asigned	Cameras Needed	Phase	Total Cameras Needed
FY2016	DOWNTOWN BIKE PATROL	60	72	I	251
	PARK POLICE	149	179	I	

#### **FISCAL IMPACT:**

The fiscal impact of this program will be determined by the make, model, and manufacturer selected to provide body cameras to the San Antonio Police Department.

Additional cost considerations will be those associated with the storage of video derived from the body cameras and whether an internal (City) storage system or a Hosted (also known as “Cloud”) storage system is selected.

Additional staffing will be required to support the system. Technical staff will be needed to work on the daily upkeep of the body cameras and their back office systems. Administrative staff will be required in order to manage and administer the growing video library created by the implementation of a body cameras program. This will include administering the video library for evidence management as well as responding to Open Record Requests (ORRs).

#### **Estimated Costs - Five (5) Years - 251 Units:**

**SAFETY VISION**

	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Camera/Hardware \$	125,236	\$ -	\$ -	\$ -	\$ -
Support/Licensing\$	33,120	\$ 33,120	\$ 33,120	\$ 33,120	\$ 33,120
Local Storage\$	1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
Paralegals* \$	124,510	\$ 241,750	\$ 355,279	\$ 353,717	\$ 362,768
Client Svcs Tech*\$	60,555	\$ 58,620	\$ 59,985	\$ 61,432	\$ 62,922
Computers SAPP\$	9,000				
Software SAPP\$	9,000				
Upgrade SAPP HQ\$	25,000				
	<b>\$ 1,586,422</b>	<b>\$ 1,533,490</b>	<b>\$ 1,648,384</b>	<b>\$ 1,648,269</b>	<b>\$ 1,658,810</b>
					<b><u>\$ 8,075,375</u></b>

**WOLFCOM**

	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Camera/Hardware \$	198,862	\$ -	\$ -	\$ -	\$ -
Support/Licensing\$	-	\$ 3,765	\$ 3,765	\$ 3,765	\$ 3,765
Local Storage \$	1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
Paralegals* \$	124,510	\$ 241,750	\$ 355,279	\$ 353,717	\$ 362,768
Client Svcs Tech*\$	60,555	\$ 58,620	\$ 59,985	\$ 61,432	\$ 62,922
Computers SAPP \$	9,000				
Software SAPP \$	9,000				
Upgrade SAPP HQ \$	25,000				
	<b>\$ 1,626,927</b>	<b>\$ 1,504,135</b>	<b>\$ 1,619,029</b>	<b>\$ 1,618,914</b>	<b>\$ 1,629,455</b>
					<b><u>\$ 7,998,460</u></b>

**TASER AXON BASIC**

	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Camera/Hardware \$	510,516	\$ -	\$ -	\$ -	\$ -
Support/Licensing\$	-	\$ -	\$ -	\$ -	\$ -
Hosted Storage \$	37,650	\$ 37,650	\$ 37,650	\$ 37,650	\$ 37,650
Paralegals* \$	60,555	\$ 226,255	\$ 290,551	\$ 294,282	\$ 301,523
Client Svcs Tech*\$	60,555	\$ 58,620	\$ 59,985	\$ 61,432	\$ 62,922
Computers SAPP \$	9,000				
Software SAPP \$	9,000				
Upgrade SAPP HQ \$	25,000				
	<b>\$ 712,276</b>	<b>\$ 322,525</b>	<b>\$ 388,186</b>	<b>\$ 393,364</b>	<b>\$ 402,095</b>
					<b><u>\$ 2,218,446</u></b>

<b>TASER AXON ULTIMATE (Unlimited Cloud Storage and Licensing)</b>						
	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	
Camera/Hardware \$	27,430	\$ -	\$ -	\$ -	\$ -	\$ -
Support/Licensing\$	225,840	\$ 210,840	\$ 210,840	\$ 210,840	\$ 210,840	\$ 210,840
Hosted Storage \$	25,100	\$ 25,100	\$ 25,100	\$ 25,100	\$ 25,100	\$ 25,100
Paralegals* \$	60,555	\$ 226,255	\$ 290,551	\$ 294,282	\$ 301,523	
Client Svcs Tech*\$	60,555	\$ 58,620	\$ 59,985	\$ 61,432	\$ 62,922	
Computers SAPP \$	9,000					
Software SAPP \$	9,000					
<b>Upgrade SAPP HQ \$</b>	<b>25,000</b>					
	<b>\$ 442,480</b>	<b>\$ 520,815</b>	<b>\$ 586,476</b>	<b>\$ 591,654</b>	<b>\$ 600,385</b>	
						<b>\$ 2,741,810</b>

\*

Personnel costs are shown cumulatively.

## RECOMMENDATION:

It is recommended that the City of San Antonio adopt a program to outfit its Downtown Bike Patrol Officers and Park Police Officers with body cameras. Additional consideration will be given to any upgrades and changes in technology and capabilities which have occurred over the last 12 months.

Dependent upon which system is deployed, costs would range from an approximate low of \$2.2 million to an approximate high of \$8 million, for equipment, method of storage, infrastructure, and support personnel.

It is also recommended that the San Antonio Police Department continue to monitor and evaluate body cameras systems for possible future deployment to the other units within the Department. Future deployment of a body cameras system will be based on:

- The end of life cycle and phasing out of the current in-car video systems
- Funding availability
- Emerging technology
- Prioritization of Units which would most greatly benefit from the system

## **Tammi Casey**

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**From:** Samantha McElmurry <smcelmurry@taser.com>  
**Sent:** Friday, September 09, 2016 6:52 PM  
**To:** Seth Herman  
**Cc:** Marc Palmieri  
**Subject:** TASER Quote - Midland RFP #16004303 Body Cameras  
**Attachments:** TASER Quote\_Midland PD\_RFP #16004303 Body Cameras.pdf

Good Evening Chief Herman,

Happy Friday and I hope this email finds you well Sir.

Per your conversation with Marc, I am emailing you our cost quotation (in our normal template) in reference to the pricing we provided as response to your RFP for Body Cameras.

Please don't hesitate to reach out if there's anything additional you need on this, we can be reached on our cells or via email anytime.

Thank you again and I look forward to your response. Have a wonderful weekend!

**Samantha McElmurry**  
**Proposal Manager**  
Direct: 480.436.2138  
Mobile: 971.205.8158  
[smcelmurry@taser.com](mailto:smcelmurry@taser.com)

**TASER | Axon**  
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Safety and Risk Mgmt.

Purchasing Division  
432.685.7234  
432.685.0523 Fax

Warehouse  
432.685.7244  
432.686.1648 Fax

Fleet Services  
432.685.7455

Service Center  
432.685.7460

Facilities Services  
432.685.7271

September 12, 2016

Taser International, Inc.  
Attn: Samantha McElmurry  
17800 North 85th Street  
Scottsdale, AZ 85255

Response Due:

Date: September 22, 2016

Time: 2:00 PM local time

Place: Sealed BAFOs shall be delivered to the City of Midland, City Secretary's Office, 300 N. Loraine, Suite 330, Midland, TX 79701

Subject: Request for Proposal (RFP) 16004303 Body Cameras for the Police Department

Taser International, Inc. has been qualified as an offeror to the subject RFP based on evaluation of your response to the RFP being judged reasonably acceptable. Taser International, Inc. is invited to submit its best and final offer (BAFO) for consideration in the award determination.

Your BAFO must be authenticated by an officer of your company who is authorized to bind the company in contract. The signature on your transmittal letter for the BAFO will serve as authentication. Your BAFO shall be valid for 90 days from the due date. Please note specifics concerning this proposal in the attached document.

Questions concerning this request should be directed to the undersigned in writing at:

purchasing@midlandtexas.gov OR Fax No. 432-685-0523 OR

City of Midland  
Attn: Purchasing Division  
P O Box 1152  
Midland, TX 79702

Sincerely,

Regina Stephenson  
Purchasing Manager

**City of Midland Texas RFP 16004303  
Best and Final Offer Requested From**

**Taser International, Inc.**

The City of Midland is approaching the end of the evaluation process on the proposals for the Body Cameras for the Police Department. Your company's proposal has been reviewed and qualified for final evaluation. Midland is providing this opportunity for the final contenders to submit revised pricing, additional discounts, purchase incentives, and other factors that you would like included in the evaluation of the proposed system pricing. In the event that your firm has questions about any of the items contained in this document, you may contact:

Attn: Regina Stephenson  
Purchasing Manager 432-685-7233  
Email: [purchasing@midlandtexas.gov](mailto:purchasing@midlandtexas.gov)  
FAX: 432-685-0523

## Tammi Casey

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**From:** Manoj Mohan <manoj@taser.com>  
**Sent:** Wednesday, May 25, 2016 3:22 PM  
**To:** Seth Herman  
**Cc:** Dave Kannenberg; Marc Palmieri; Marvin England  
**Subject:** Transitioning from Texas

**Importance:** High

Hi Chief Herman and Dave,

I know we have been working together closely for sometime now and so it comes with great difficulty to say this, but I'm transitioning out of Texas and will be managing the Southeast region of the US for TASER moving forward. As such, I'm leaving you in the best possible hands with Marc Palmieri who has joined TASER recently and comes with a wealth of experience in technology and law enforcement having worked for Watchguard for many years. Marc lives in Texas and is very familiar with the great state as it relates to Law Enforcement. I will be working with Marc to get him fully up to speed as to the progress we have made and next steps and I'm happy to introduce him to you all via a conference call. Again, my sincere apologies for the inconvenience of this transition. Many of these decisions come from the wisdom of our senior executive team and they always serve the best interest of our customers and you are in very good hands with Marc to help with your final decision making process. I know this may cause some questions so feel free to call me and we can discuss.

Thank you both and I look forward to introducing Marc to you.

Best regards,

Manoj

Manoj Mohan  
Sr. Regional Manager  
Mobile: 480-868-0027

**TASER | Axon**  
Protect Life. Protect Truth.