



City of Elk Grove
8401 Laguna Palms Way
Elk Grove, California 95758

TO: PROFORCE LAW ENFORCEMENT
655-H NORTH BERRY ST.
BREA, CA 92821

PURCHASE ORDER	
P.O. NUMBER	17001448
DATE	01/10/17
VENDOR I.D.	0001095
DELIVERY DATE	01/27/17
FOB	Destination
REQUISITION NO	00025503
CUST/QUOTE #	
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE: (714) 257-9076

DELIVER ITEMS TO:

ATTN: LISA SHUCK
ELK GROVE POLICE DEPT.
8400 LAGUNA PALMS WAY
ELK GROVE, CA 95758

SEND INVOICE TO:

CITY OF ELK GROVE
8401 LAGUNA PALMS WAY
ELK GROVE, CA 95758

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	TASER X2 SMART WEAPONS 2SHOT YELLOW ITEM# 22003	5	EA	1,103.31	5,516.55
002	TASER X2 SMART CARTRIDGES 25 FOOT LIVE ITEM# 22151	50	EA	33.69	1,684.50
003	TASER X2 BLACKHAWK LH HOLSTERS (LEFT HAND) ITEM# 22504	10	EA	70.54	705.40
004	HANDLING	1	EA	36.15	36.15
005	TASER AUTO SHUT DOWN BATTERIES POWER MAG FOR X2 ITEM# 22011	25	EA	70.54	1,763.50
	TAX \$				752.22
	FOR POLICE				
	REFER TO QUOTES 341721 & 342021 FOR PRODUCT SPECIFICATION ONLY.				
	ANY QUESTIONS CONCERNING THIS PURCHASE ORDER ARE TO BE DIRECTED TO THE CITY OF ELK GROVE PURCHASING DEPARTMENT BY CALLING 916-683-7111. DELIVERY OF GOODS AND/OR SERVICES SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND ON THE LAST PAGE OF THIS PURCHASE ORDER.				
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING ADDITIONAL CONDITIONS:				TOTAL	10,458.32

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. The right of cancellation in case of long delay in shipment is reserved.
3. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
4. Prepay shipping charges, if any, and add to invoice.
5. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Brad Koch

CITY OF ELK GROVE

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO ALL PURCHASES OF GOODS AND/OR SERVICES BY OR ON BEHALF OF THE CITY OF ELK GROVE UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE FIRST PAGE OF THIS PURCHASE ORDER:

1. The goods and/or service provider shall perform services and/or provide goods as described on the face of this document, which shall be governed by the terms and conditions of this Purchase Order.
2. The goods and/or service provider shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of this Purchase Order.
3. The goods and/or service provider shall employ only persons duly licensed by the State of California to provide the goods and/or perform the services required under this Purchase Order for which applicable California law requires a license, subject to prior verification by the City.
4. Either party may terminate this Purchase Order at any time prior to delivery of the goods or services upon written notice to the other party. Mailing, e-mailing, or faxing of such notice shall be equivalent to personal delivery of the notice. Notice shall be deemed to have been given at the time of receipt.
5. This Purchase Order contains all terms and conditions, and constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous communications, agreements, representation, quotations, orders, proposals, letters, oral or written promises and understandings. No amendment or modification hereof shall be of any force or effect unless in writing and signed by the party to be bound thereby.
6. The goods and/or service provider shall at the provider's expense, secure and maintain in effect throughout the duration of this Purchase Order, insurance of the types and limits shown below. The provider shall furnish Certificates of Insurance to the City upon request. All insurance policies shall be written with insurance companies licensed to do business in the State of California and having a rating of not less than A IX, according to the latest edition of A. M. Best Company, and shall include provisions preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. Said cancellation provision shall be so stated on each Certificate of Insurance.
7. Goods and/or service provider shall maintain insurance coverage in not less than the following amounts:
Comprehensive General Liability:
Coverage to include Premise/Operations, Products/Completed Operations, Independent Service Providers, Broad Form Property Damage, Contractual and Personal Injury on a per project basis.
Limits:
General Aggregate: \$2,000,000.00
Products/Completed Liability \$1,000,000.00
Each Occurrence \$1,000,000.00
Personal Injury \$1,000,000.00
Exclusions relating to Explosion, Collapse, and Underground hazards shall be deleted. Coverage is to be written on an "occurrence" basis.
Products/Completed Operations coverage is to remain in effect for a period of two (2) years after completion of the Project.
Coverage shall include all claims arising out of the provider's operations or premises, any person directly or indirectly employed by the provider, and the provider's obligations under this Purchase Order.
Worker's Compensation:
Worker's compensation insurance shall be provided in accordance with the provisions of the laws of the State of California, including occupational disease provisions, for all employees at the site of the project, and in the event work is sublet, the goods and/or service provider shall require each sub-contractor to maintain Worker's Compensation Insurance. In the event the provider's employees are engaged in hazardous work under this Purchase Order at the project site are not protected under the worker's compensation statutes, the provider shall provide, and cause each sub-contractor, adequate and suitable insurance coverage for the protection of each employee not otherwise provided.
Comprehensive Automobile Liability:
Coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
Limits: Combined Single Limit \$1,000,000.00
Umbrella for each of the above named insurance policies, except worker's compensations:
Limits: Each Occurrence/Aggregate \$2,000,000.00
The City of Elk Grove shall be named as an additional independent insured on all insurance policies except Worker's Compensation and Professional Liability.
8. Goods and/or service provider shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all claims, suits, actions, costs, regulatory fines and liability and fees, including attorney fees, because of any negligent act or omission, or misconduct of the provider, its employees and agents, or its sub-contractor(s) connected with the performance of this Purchase Order. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.
9. Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. Goods and/or service provider shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.
10. Goods and/or service provider shall not be responsible for any delay in the performance of the Purchase Order, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions, and/or negligent acts of the City or their agents, or by changes ordered in the work. In the event of such delay, the goods and/or service provider will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Purchase Order. Neither party shall be responsible for any delay caused by any contingency beyond their reasonable control, including, but not limited to, force majeure, war or insurrection, fires, natural calamities, riots or demands or requirements of governmental agencies other than the City.
11. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by goods and/or service provider under this Purchase Order shall be the property of the City.
12. The goods and/or service provider shall maintain for a minimum of three (3) years after the completion of the Purchase Order, adequate books, records, and supporting documents to verify the amounts, recipients, and use of all disbursements of funds passing in conjunction with the Purchase Order. The Purchase Order and all books, records and supporting documents related to the Purchase Order shall be available for review and audit by the City and the federal funding entity, if applicable, and the goods and/or service provider agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Purchase Order for which adequate books, records and supporting documentation are not available to support their purported disbursements.
13. The City and the goods and/or service provider each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Purchase Order and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Purchase Order. Except as above, neither the City nor the goods and/or service provider shall assign, sublet, or transfer its interest in the Purchase Order without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the provider.
14. Goods and/or service provider shall perform all of the provisions of this Purchase Order with the degree of care and skill ordinarily exercised by members of the same business, industry, trade, or profession currently practicing under the same or similar circumstances. All goods, articles, materials, and/or work provided shall be of good quality and free from all defects, shall conform to any drawings or specifications provided by the City, shall be merchantable and fit for the purpose for which it was purchased, and shall be at all times subject to the City's reasonable inspection, provided, however, that the City's inspection or failure to inspect shall not relieve the provider of any obligation hereunder. If, in the City's reasonable discretion, any goods, articles, materials, and/or work provided fail to conform to the City's specification or are otherwise defective, at the City's discretion, the provider shall either refund any payment by the City or replace same at provider's sole expense. Payment by City shall not constitute a waiver of the foregoing. Nothing herein shall exclude, limit, or impair, any warranty implied by law, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose, or any manufacturer or other express warranties. Nothing herein shall be deemed a waiver of any other remedy available to either party under law or equity.
15. Goods and/or service provider shall be responsible for the accuracy of its services under the Purchase Order and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of goods or services shall not relieve the provider of its responsibility to subsequently correct any such errors or omissions.
16. Goods and/or service provider shall respond to the City's notice of any errors and/or omissions within one business day of written receipt by the provider of the City's notice. Service provider shall be required to visit the project site if directed by the City.
17. If any provision of this Purchase Order, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Purchase Order shall remain in full force and effect.
18. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Purchase Order shall constitute a waiver of either party's right to demand exact compliance with terms hereof.
19. This Purchase Order shall be governed by the laws of the State of California as to both interpretation and performance. Goods and/or service provider hereby expressly consents to the personal jurisdiction of the State of California. Venue for any action related to this Purchase Order shall be brought in Sacramento County.
20. Notice shall be delivered as follows: if to the City, to the Purchasing Manager, City of Elk Grove, 8401 Laguna Palms Way, Elk Grove, CA 95758. Notice to the goods and/or service provider shall be to the address on the face of this document unless otherwise agreed in writing.
21. Time is of the essence of this Purchase Order.