

12/28/2016

Exceptions to Terms & Conditions for RFQ-IS-17260141
Tasers & Accessories – Taser International

Please find below TASER International, Inc.'s (TASER) exceptions to the above-referenced solicitation. TASER is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms of the Terms and Conditions attached to the Solicitation.

1. Addition of TASER's Terms and Conditions.

TASER respectfully requests that its Master Services and Purchase Agreement be incorporated as an exhibit into the final contract award. TASER agrees to negotiate with the County on these terms and conditions, and if any of TASER's terms and conditions conflict with the negotiated terms and conditions of the contract documents, **the County's contract document will control.**

County's Response: Reviewed and acceptable by the County of Los Angeles.

2. Terms and Conditions of Purchase, Section 6.

TASER respectfully requests that this section be amended as follows:

Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any reasonable costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the ~~Purchase Order~~ Vendor's standard warranty, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

County's Response: Reviewed and acceptable by the County of Los Angeles.

3. Terms and Conditions of Purchase, Section 12.

TASER respectfully requests that this section be amended as follows:

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from and/or relating to this Contract, provided such liability is due to the Contractor's negligent acts, errors or omissions, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

County's Response: Reviewed and acceptable by the County of Los Angeles.

4. Terms and Conditions of Purchase, Section 13.

TASER respectfully requests that this section be amended as follows:

Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ~~ten~~ thirty (~~±~~ 30) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

County's Response: Reviewed and acceptable by the County of Los Angeles.

5. Terms and Conditions of Purchase, Section 19.

TASER respectfully requests that this section be amended as follows:

Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers **in the state of California** for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

County's Response: Reviewed and acceptable by the County of Los Angeles.

6. Terms and Conditions of Purchase, Section 21.

TASER respectfully requests that this section be amended as follows:

Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order. **If Vendor does not receive written notice the items have been rejected within 30 days of the County's receipt of the items, the items will be deemed accepted.**

County's Response: Reviewed and acceptable by the County of Los Angeles.

7. Terms and Conditions of Purchase, Section 22.

TASER respectfully requests that the first sentence of this section be amended as follows:

Unless otherwise set forth herein, Vendor shall make spare parts available to County **with the purchase of the TASER Assurance Plan, and in accordance with its terms and conditions for a period of two (2) years from the date of delivery of the items to County.**

County's Response: Reviewed and acceptable by the County of Los Angeles.

8. Terms and Conditions, Section 28.

TASER respectfully requests that this section be removed, as it is not applicable.

County's Response: The Gain/Grow provision is Board mandated provision; please state 'N/A' since it is not applicable.

Vendor's Response: N/A

9. Special Terms and Conditions, Price Guarantee.

TASER respectfully requests that the first section of this section be amended as follows:

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT PRICES QUOTED ARE MAXIMUM. **Vendor may increase pricing effective on the anniversary date of the contract effective date. Such increase will be acknowledged by vendor and county in writing thirty (30) days in advance. Such increases shall not exceed four percent (4%) annually.**

County's Response: Reviewed and acceptable by the County of Los Angeles.

10. Special Terms and Conditions, Return of Goods Received.

TASER respectfully requests that this section be amended as follows:

IN BIDDING, YOU AGREE TO ACCEPT FOR **CREDIT REPLACEMENT** ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN **A REASONABLE TIME** AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

County's Response: Reviewed and acceptable by the County of Los Angeles.

11. Special Terms and Conditions, Indemnification.

TASER respectfully requests that this section be amended as follows:

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES COSTS, AND EXPENSES (INCLUDING **REASONABLE** ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S **NEGLIGENCE** ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.

County's Response: Reviewed and acceptable by the County of Los Angeles.

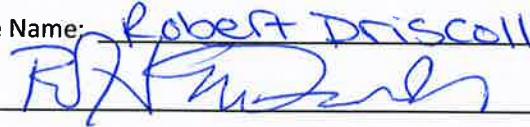
12. Special Terms and Conditions, Default.

TASER respectfully requests that the first sentence of this section be amended as follows: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN **FIFTEEN THIRTY (15 30)** CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER.

County's Response: Reviewed and acceptable by the County of Los Angeles.

The following terms and conditions have been negotiated and mutually agreed upon between the County of Los Angeles and Taser International, Inc. and are hereby incorporated into the terms and conditions of MA-IS-1740143 and associated Request for Quotation number RFQ-IS-17260141.

Representative Name: Robert Driscoll

Signature: 

Date: 12/28/16