SINGLE SOURCE AWARD **BID # SS-0671-16**

Subject: X-26P Tasers and Accessories

Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval to amend the terms of the TASER 60 Agreement from five (5) to six (6) years based on the initial shipment of the TASER 7 hardware.

Recommend approval to utilize the contract renewal option of Single Source award (Contract #10223) to Taser International, for the purchase of X-26P Taser Smart Weapon and supporting accessories for the Jacksonville Sheriff's Office. Period of service is six (6) years from date of award. The not-to-exceed expenditure amount for the 72-month period is $5,567,292.60 to be paid in yearly increment through FY2027, with expenditure for FY2021 being $20,000. Total revised not-to-exceed expenditure amount is $8,124,092.85.

Funding for this award to be encumbered by account 00111.552101.552040.000000.00001608.00000.0000000, to be executed by Contract Amendment from Office of General Counsel and processed by Purchase Order Release(s).

Single Source Award To: Taser International

Price Justification: See Attached

Total Award: $8,124,092.85 **Requisition #** N/A

Attachments: Agency Letter; Previous Award; First Amendment Agreement; Previous Contract; Vendor's Letter; Vendor Quote; Vendor Terms & Conditions;

Certification as to Single Source: Derrick Lewis, Director of Police Services

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

$8,124,092.85

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Derrick Lewis
Director of Police Services

Subject: SS-0671-16 Taser International – X26P Tasers and Accessories (Contract 10223)

Date: February 18, 2021

We are requesting an amendment to SS-0671-16 X26P Tasers and Accessories for a period of six (6) years based on the initial shipment of the TASER 7 hardware. This is the first amendment to the TASER 60 Agreement. The not to exceed expenditure amount for the 72-month period is $5,567,292.60 to be paid in yearly increments. The not to exceed expenditure for FY2021 is $20,000.00 from charge account 00111.552101.552040.000000.00001608.00000. We will be purchasing a total of 2620 Taser 7 using the First Amendment to TASER 60 Agreement program. The offer includes discounts in the amount of $1,023,924.60. The Taser 60 program expenditures are being distributed as follows:

FY	Amount
FY2021	$20,000.00
FY2022	$924,549.00
FY2023	$924,549.80
FY2024	$924,548.80
FY2025	$924,548.80
FY2026	$924,548.80
FY2027	$924,548.40
Total	$5,567,292.60

Attached is the First Amendment to TASER 60 Agreement, Axon quote, TASER 60 Agreement (Contract 10223) and sole source award SS-0671-16. The First Amendment to TASER 60 Agreement to be executed through the Office of General Counsel. Purchases will be made by purchase order releases from 1Cloud POA.

Please let me know if you need any additional information.

SOLE SOURCE AWARD **BID # SS-0671-16**

Subject: X-26P Tasers and Accessories

Department: Jacksonville Sheriff's Office

Description of Purchase:
Recommend approval of Sole Source award to Taser International, for the purchase of X-26P Taser Smart Weapon and supporting accessories for the Jacksonville Sheriff's Office. Period of service is five (5) years from date of award, with a total not to exceed expenditure amount of $2,556,800.25.

Funding for this award to be encumbered by account SHPS011SSAD-05216, to be executed by Purchase Order(s). This funding is FY2016, FY2017, FY2018, FY2019 and FY2020.

Sole Source Award To: Taser International

Price Justification: See Attached

Total Award: $2,556,800.25 **Requisition # N/A**

Attachments: Sole Source Form; Agency Letter; Vendor's Letter; Vendor Quote; Vendor Terms & Conditions; Certificate of Liability Insurance; Order Request Form

Certification as to Sole Source: Michelle Cook, Director of Personnel & Professional Standards, Jacksonville Sheriff's Office

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 6-9-16

ACTION OF AWARDING AUTHORITY

DATE: 6/09/16

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

FORM GB-114, Revised 12/2007

This First Amendment (**"Amendment"**) is between Axon Enterprise, Inc., a Delaware corporation (**"Axon"**), and City of Jacksonville, Florida (**"Agency"**). This Amendment is effective as of the last signature date on this Amendment (**"Effective Date"**). Axon and Agency are each a **"Party"** and collectively **"Parties"**.

Axon and Agency are parties to a TASER 60 Agreement with an effective date of June 20, 2016 (**"Agreement"**).

The Parties wish to incorporate further changes into the Agreement regarding TASER 7

The Parties therefore agree as follows:

1. The attached Appendices are hereby incorporated into the Agreement:
   a. TASER 7
   b. TASER 7 Axon Evidence Terms of Use Appendix
   c. Quote Appendix

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**City of Jacksonville, Florida**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TASER 7 Appendix

Agency will receive TASER 7 Conducted Energy Weapon ("CEW") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("Quote").

1. **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 72-month term, starting on the shipment of TASER 7 as described above.

2. **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.

4. **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.

5. **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

6. **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
   - 7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
   - 7.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
   - 7.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also 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. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.

8 **Storage**. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees,

contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence 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.

13 **After Termination**. Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence 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, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

AXON

Jacksonville County Sheriff - FL

AXON SALES REPRESENTATIVE
Pat Murphy
(602) 326-6158
pmurphy@taser.com

ISSUED
2/10/2021

Q-286026-44237.176PM

Issued: 02/10/2021

Quote Expiration: 03/12/2021

Account Number: 110498

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Mark Person
Jacksonville County Sheriff - FL
BODY WORN CAMERA UNIT
501 E BAY ST
Jacksonville, FL 32202
US

BILL TO
Jacksonville County Sheriff - FL
BODY WORN CAMERA UNIT
501 E BAY ST
Jacksonville, FL 32202
US

SALES REPRESENTATIVE
Pat Murphy
Phone: (602) 326-6158
Email: pmurphy@taser.com
Fax: 480-426-9776

PRIMARY CONTACT
Mark Person
Phone: (904) 630-2246
Email: mark.person@jaxsheriff.org

Year 1 - March 2021 - 80 Devices

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	80	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	80	1,720.00	250.00	20,000.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	80	300.00	0.00	0.00
Other					
20069	TASER 7 E.COM LICENSE PAYMENT	80	40.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	80	0.00	0.00	0.00
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	20.00	0.00	0.00
				Subtotal	20,000.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	20,000.00

Protect Life.

Spares - Early Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	5	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 1 - November 2021 - 2540 Devices

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	2	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	2,540	0.00	0.00	0.00
Hardware					
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	20	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2,540	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	2,540	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	3,120	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	3,120	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	27	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	27	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	27	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	750.00	746.55	2,986.20
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	3	300.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	3	1,500.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	43.90	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	25	1,500.00	0.00	0.00

Year 1 - November 2021 - 2540 Devices (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR	25	300.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	25	43.90	0.00	0.00
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	362.82	921,562.80
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	2,540	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	20	0.00	0.00	0.00
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	0.00	0.00
				Subtotal	924,549.00
				Estimated Tax	0.00
				Total	924,549.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	81	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	81	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	349.04	886,561.60
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
20069	TASER 7 E.COM LICENSE PAYMENT	80	60.00	445.00	35,600.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	29.84	2,387.20
				Subtotal	924,548.80
				Estimated Tax	0.00
				Total	924,548.80

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	349.04	886,561.60
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
20069	TASER 7 E.COM LICENSE PAYMENT	80	60.00	445.00	35,600.00
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	29.84	2,387.20
				Subtotal	924,548.80
				Estimated Tax	0.00
				Total	924,548.80

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	349.04	886,561.60
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
20069	TASER 7 E.COM LICENSE PAYMENT	80	60.00	445.00	35,600.00
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	29.84	2,387.20
				Subtotal	924,548.80
				Estimated Tax	0.00
				Total	924,548.80

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	349.04	886,561.60
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
20069	TASER 7 E.COM LICENSE PAYMENT	80	60.00	445.00	35,600.00
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	29.84	2,387.20
				Subtotal	924,548.80
				Estimated Tax	0.00
				Total	924,548.80

Year 6

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20240	TASER 7 BASIC BUNDLE PAYMENT	2,540	400.00	348.29	884,656.60
99901	ACCELERATE CONFERENCE REGISTRATION	2	599.00	0.00	0.00
20069	TASER 7 E.COM LICENSE PAYMENT	80	60.00	444.99	35,599.20
20069	TASER 7 E.COM LICENSE PAYMENT	2,540	60.00	1.69	4,292.60
Services					
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	80	30.00	0.00	0.00
20137	TASER 7 ONLINE TRAINING CONTENT PAYMENT	2,540	30.00	0.00	0.00
				Subtotal	924,548.40
				Estimated Tax	0.00
				Total	924,548.40

Grand Total	**5,567,292.60**

AXON

Discounts (USD)

Quote Expiration: 03/12/2021

List Amount	6,591,217.20
Discounts	1,023,924.60
Total	**5,567,292.60**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - March 2021 - 80 Devices	20,000.00
Spares - Early Spares	0.00
Year 1 - November 2021 - 2540 Devices	924,549.00
Spares	0.00
Year 2	924,548.80
Year 3	924,548.80
Year 4	924,548.80
Year 5	924,548.80
Year 6	924,548.40
Grand Total	**5,567,292.60**

Notes

The warranties for all TASER 7 handles and batteries, as well as corresponding licenses, in this quote will cover a total period of 72 months from the date of receipt of phased shipments.

If the agency does not complete the purchase of the 2,540 additional taser 7 units noted in this quote, then the agency agrees to accelerate the payments for years 2 through 6 of the 80 taser 7 units to be due and payable immediately. For avoidance of doubt this value is equal to $185,135.20

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Pat Murphy at pmurphy@taser.com or fax to 480-426-9776

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

Protect Life.

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

10223

TASER International, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to City of Jacksonville, Florida's (City) purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote. Additional rights and obligations of the parties are included in other documents and are included as part of this Agreement by reference. The included documents are the City of Jacksonville Purchase Order, Taser quotation number Q-69543-3 dated May 26, 2016 and the Taser Certificate of Liability Insurance.

TASER 60 Term. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (Term). To continue TASER 60 after the end of the Term, the Agency must renew TASER 60 for an additional 5 years.

Payment Terms. Invoices are due to be paid within 30 days of the date of invoice. The date of each invoice shall be the first business day of the month of October in each calendar year, with the exception of the first year. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. The invoice for the first year under this Agreement shall be issued upon shipment of the products.

Taxes. Unless the Agency provides 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.

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.

Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

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.

Warranty Limitations.
The warranties do not apply and TASER will not be responsible for any 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.

To the extent permitted by law, the warranties and 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.

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.

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. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website www.taser.com/support.

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. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

TASER 60 Warranty Coverage. TASER 60 includes extended warranty coverage described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

Spare Product. For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("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 warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 90 days of the end of the 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.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

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.

Indemnification. TASER will indemnify and defend the City of Jacksonville, Florida ("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. Some products provided by Taser may be protected by intellectual property laws. Taser shall, at its expense, defend any suit or proceeding brought against City, its successors and assigns, based on any claim that any Taser products or any component part, delivered or furnished, infringes on the rightful claim of any third party, including any U.S. or foreign letters of patent or trademark or copyright. Taser shall pay all damages, costs and attorney fees awarded in any suit or proceeding. If the Taser products or any component part furnished hereunder are held to infringe and their use is enjoined, Taser shall, at its option and its own expense, (a) procure for City and its successors and assigns, the right to continue using the Taser products, (b) replace them with a substantially equivalent non-infringing products acceptable to City, or (c) modify the products so they become non-infringing with substantially equivalent performance acceptable to City.

Insurance. TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance in the amount of $10,000,000 per occurrence, Workers' Compensation Insurance and Commercial Automobile Insurance naming the City of Jacksonville, Florida as co-insured; and will furnish certificates of insurance or self-insurance as part of this Agreement.

TASER 60 Termination. If an invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.
Once TASER 60 coverage is terminated for any reason, then:

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, and any accessories provided as part of this Agreement to TASER within 90 days of the date of termination.
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 TASER 60. If the Spare Products are returned within 90 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. In the event of termination due to non-appropriation, the extent of the obligation of the City of Jacksonville shall be the return of the CEW's and accessories in accordance with the provisions of this Agreement.

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.

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.

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.

Assignment. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

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.

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.

Entire Agreement. This Agreement, including the required documents of the City of Jacksonville, Florida as identified, 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.

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: Josh Isner
Title: EVP Global Sales
Date: 6/14/16

City of Jacksonville, Florida

Signature: _____
Name: Lenny Curry
Title: Mayor
Date: 6/20/16

ATTEST:

Corporation Secretary
City of Jacksonville

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

CITY OF JACKSONVILLE FLORIDA

Encumbrance and funding information for internal City use:

Account.....SHPS011SSAD 04406

Amount.....$2,556,800.25

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract # 10223

FORM APPROVE:

James R McCain
Corporation Secretary

Contract Encumbrance Data Sheet follows immediately.

TASER International
Protect Life. Protect Truth.

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

Mark Person
(904) 630-2246
mark.person@jaxsheriff.org

TASER

Quotation

Quote: Q-69543-2
Date: 5/23/2016 5:03 PM
Quote Expiration: 6/15/2016
Contract Start Date*: 5/15/2016
Contract Term: 5 years

AX Account Number:
110498

Bill To:
Jacksonville County Sheriff - FL
501 E. Bay St.
Jacksonville, FL 32202
US

Ship To:
Mark Person
Jacksonville County Sheriff - FL
501 E. Bay St.
Jacksonville, FL 32202
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Phil Royal	(352) 422-2070	royalp@taser.com	Fedex - Ground	Net 30

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

Group1 — Initial Purchase (Net 30)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2,500	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,500	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 660,000.00	USD 486,150.00	USD 173,850.00
0	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,500	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Group1 Total Before Discounts:	USD 660,000.00
					Group1 Discount:	USD 486,150.00
					Group1 Net Amount Due:	USD 173,850.00

Group2 — Spares- No Charge

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	11002	HANDLE, BLACK, CLASS III, X26P	USD 931.45	USD 46,572.50	USD 46,572.50	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	11010	XPPM, BATTERY PACK, X26P	USD 65.72	USD 3,286.00	USD 3,286.00	USD 0.00
					Group2 Total Before Discounts:	USD 49,858.50
					Group2 Discount:	USD 49,858.50
					Group2 Net Amount Due:	USD 0.00

Group3

Warranty Upgrade- Replacement Weapons (no charge)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	11002	HANDLE, BLACK, CLASS III, X26P	USD 931.45	USD 74,516.00	USD 74,516.00	USD 0.00
80	11004	WARRANTY, 4 YEAR, X26P	USD 287.68	USD 23,014.40	USD 23,014.40	USD 0.00
					Group3 Total Before Discounts:	USD 97,530.40
					Group3 Discount:	USD 97,530.40
					Group3 Net Amount Due:	USD 0.00

Group4

TASER 60 Annual Payment Year 2 (2017)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2,500	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 660,000.00	USD 65,950.00	USD 594,050.00
					Group4 Total Before Discounts:	USD 660,000.00
					Group4 Discount:	USD 65,950.00
					Group4 Net Amount Due:	USD 594,050.00

Group5

TASER 60 Annual Payment Year 3 (2018)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2,500	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 660,000.00	USD 65,950.00	USD 594,050.00
					Group5 Total Before Discounts:	USD 660,000.00
					Group5 Discount:	USD 65,950.00
					Group5 Net Amount Due:	USD 594,050.00

Group6

TASER 60 Annual Payment Year 4 (2019)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2,500	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 660,000.00	USD 65,950.00	USD 594,050.00
					Group6 Total Before Discounts:	USD 660,000.00
					Group6 Discount:	USD 65,950.00
					Group6 Net Amount Due:	USD 594,050.00

Group7

TASER 60 Annual Payment Year 5 (2020)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2,500	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 660,000.00	USD 65,950.00	USD 594,050.00

Group7 Total Before Discounts:	USD 660,000.00
Group7 Discount:	USD 65,950.00
Group7 Net Amount Due:	USD 594,050.00

Subtotal	USD 2,550,050.00
Estimated Shipping & Handling Cost	USD 6,750.25
Grand Total	USD 2,556,800.25

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: http://www.taser.com/legal, and the terms and conditions of TASER's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Terms of this offer firmly expire if all conditions are not fully executed by June 20, 2016. Offer includes Trade Up credit for (2500) weapons, (50) spare handle & XPPM and (80) 5-year "warranty renewal" replacement handles for X26P units purchased in 9/2013. Warranties will also be renewed for (469) X26P units purchased in 2015 (SN must be provided). TASER guarantees the unit price (X26P, XPPM, Ext. warranty) of $999.98 for future purchases until 6/30/2018.

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

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

Signature: _____ Date: _____

Name (Print): _____ Title: _____

PO# (If needed): _____

Quote: Q-69543-2

Please sign and email to Phil Royal at royal@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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