# THE ATTACHED AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY ATTORNEY'S OFFICE AND WILL BE FORMALLY SIGNED UPON APPROVAL BY THE CITY COUNCIL

Glen R. Googins

City Attorney

AGREEMENT
BETWEEN
CITY OF CHULA VISTA AND
TASER INTERNATIONAL
FOR THE PURCHASE OF BODY WORN CAMERAS, DATA STORAGE
AND RELATED PRODUCT SUPPORT SERVICES

# **TASER International**

Protect Truth

17800 N 85th St. Scottsdale, Arizona 85255 United States

Phone: (800) 978-2737

Fax:

**David Oyos** (619) 476-2499 doyos@chulavistapd.org

**Bill To:** Chula Vista Police Dept. - CA 315 Fourth Avenue Chula Vista, CA 91910 TASER

Quotation

**Quote:** Q-30918-3 **Date:** 8/4/2015 12:44 PM **Quote Expiration:** 8/31/2015

Contract Start Date\*: 9/1/2015 Contract Term: 5 years

Ship To: David Oyos Chula Vista Police Dept. - CA 315 Fourth Avenue Chula Vista, CA 91910 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Kapler	480-341-9539	ckapler@taser.com	Fedex - Ground	Net 30

<sup>\*</sup>Note this will vary based on the shipment date of the product.

Year 1

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 2,990.00	USD 0.00	USD 2,990.00
12	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 432.00	USD 0.00	USD 432.00
1,200	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 1,800.00	USD 0.00	USD 1,800.00
12	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 7,920.00	USD 1,584.00	USD 6,336.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 105.00	USD 0.00	USD 105.00
12	73095	CAMERA SYSTEM, AXON BODY	USD 399.00	USD 4,788.00	USD 0.00	USD 4,788.00
12	73077	HOLSTER, BELT CLIPS, AXONBODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	73078	HOLSTER, Z-BRACKET, HW, AXONBODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73095	CAMERA SYSTEM, AXON BODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73077	HOLSTER, BELT CLIPS, AXONBODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73078	HOLSTER, Z-BRACKET, HW, AXONBODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
	Vegr 1 Total Refure Discounts: USD 18 035 0					

Year 1 Total Before Discounts: USD 18,035.00
Year 1 Net Amount Due: USD 16,451.00

#### Year 2

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 7,920.00	USD 1,584.00	USD 6,336.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 1,800.00	USD 0.00	USD 1,800.00
12	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 432.00	USD 0.00	USD 432.00
Year 2 Total Before Discounts:					USD 10,152.00	
Year 2 Net Amount Due:				USD 8,568.00		

### Year 3

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 7,920.00	USD 1,584.00	USD 6,336.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 1,800.00	USD 0.00	USD 1,800.00
12	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 432.00	USD 0.00	USD 432.00
Year 3 Total Before Discounts:					USD 10,152.00	

ar 3 Total Before Discounts: USD 10,152.00

Year 3 Net Amount Due: USD 8,568.00

#### Year 4

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 7,920.00	USD 1,584.00	USD 6,336.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 1,800.00	USD 0.00	USD 1,800.00
12	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 432.00	USD 0.00	USD 432.00
Von 4 Total Paleus Biggounts USD 16					LICD 10 152 00	

Year 4 Total Before Discounts: USD 10,152.00

Year 4 Net Amount Due: USD 8,568.00

#### Year 5

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 7,920.00	USD 1,584.00	USD 6,336.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 1,800.00	USD 0.00	USD 1,800.00
12	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 432.00	USD 0.00	USD 432.00

Year 5 Total Before Discounts: USD 10,152.00

Year 5 Net Amount Due: USD 8,568.00

Subtotal	USD 50,723.00
<b>Estimated Shipping &amp; Handling Cost</b>	USD 102.48
Estimated Tax	USD 3,337.85
Grand Total	USD 54,163.33

#### Complimentary Evidence.com Tier Upgrade Through 9/30/2015

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 30, 2015. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In October 2015 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

## 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 current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex<sup>TM</sup> and AXON Body<sup>TM</sup> Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <a href="http://www.taser.com/sales-terms-and-conditions">https://www.taser.com/sales-terms-and-conditions</a>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <a href="https://www.taser.com/serviceagreement14">https://www.taser.com/serviceagreement14</a>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Services agreement posted at <a href="https://www.taser.com/professional-services-agreement">https://www.taser.com/professional-services-agreement</a>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <a href="https://www.taser.com/integrationstatementofwork14">https://www.taser.com/integrationstatementofwork14</a>. 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):		

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.