



Commonwealth of Kentucky
Office of the Governor
Kentucky Office of Homeland Security



**Law Enforcement Protection Program
Body Armor Application**

Agency/Organization: Louisville Metro Police Department County: Jefferson

Legal Applicant/Funding Recipient: Louisville Jefferson County Metro Government
(Must apply through a City, County, Public University or SLEO school district)

Mailing Address: 527 West Jefferson Street

City: Louisville Zip Code 40202

Phone: (502) 574-2003 Fax: _____

E-mail Address: Greg.Fischer@louisvilleky.gov

Official's Name & Title: Mayor
(Mayor, Judge/Executive, University President or School Superintendent)

Designated Project Manager Information – The project manager will be the Kentucky Office of Homeland Security's primary contact for all required grant documentation such as agreements, invoices, reimbursements, etc. If this information changes please notify KOHS immediately.

Project Manager Name Shannon Elbe Title Grant Accountant II

Mailing Address: 611 West Jefferson Street

City: Louisville Zip Code 40202

Phone: (502) 574-2774 Fax: _____

E-mail Address: Shannon.Elble@louisvilleky.gov

Project Information

Total Amount Requested: \$ 20,218.00 Total Project Amount: \$ 238,813.00

How many officers are currently employed? Full-time 1,251 Part-time 0

Is this request an immediate need for the agency? Yes No

If this is an immediate need, please explain

Is this request for new or replacement body armor? New Replacement *N/A*

If requesting replacement body armor, what is the age of each vest being replaced?

131 officers on the department still have X26 Tasers. As of January 1, 2018 Taser International no longer produces the X26, or its batteries and cartridges. All officers will have to transition to the X2.

What vendor(s) have been used in the past to purchase body armor for the department?

Taser/Axon is used for LMPD's purchase of electronic control weapons.

What is the vendor's association and/or relationship with the department other than business?

None

Project Budget

Provide a detailed cost breakdown of the requested items. No police or sheriff's department shall apply for a grant to replace existing body armor unless that body armor has been in actual use for a period of five (5) years or longer.

Type of Equipment	Quantity	Amount
Taser electronic control weapons & their batteries	22	\$20,218.00

Project Funds

List any federal or local agency funds that will be used for project completion, or any other funds your agency has applied for to complete this project.

Funding Source	Status	Amount
1. Forfeited funds as they become available	partial funding	\$218,595.00
2.		

Please explain in detail why your department is not using normal procedures or local government funding to purchase this equipment.

Insufficient resources.

What is the primary source of funding for the department's equipment, weapons, uniforms, etc.?

General funds

Does your agency/department currently deliver all confiscated weapons and ammunition to the Kentucky State Police? Yes No

If no, please explain why?

Required Documentation:

- Detailed Scope of Work - Provide a description of the project detailing all relevant project information including but not limited to the following: project activities, justification for project, gaps to be addressed by the project, training and certification for firearms and the public benefit to be derived from the project (please submit on an additional page).
- List of officers to receive body armor.
- Authorizing Resolution
- 3 quotes for each requested item

LEPP Grant Award Process

Due to the large volume of applicants and the uncertainty of funding received by the confiscated weapons auction, many months may transpire before LEPP grant projects are awarded. KOHS prioritizes funding according to need and/or receipt of applications and funds grants based upon the law's priority: 1) body armor, 2) service weapons/ammunition, 3) electronic-control devices, and 4) body cameras.

Submission of an application for Law Enforcement Protection Program grant funding does not guarantee a grant award. Law Enforcement Protection Program grant award recipients are notified by the Kentucky Office of Homeland Security in writing when a Law Enforcement Protection Program grant has been awarded.

APPLICATIONS THAT DO NOT HAVE ALL REQUIRED DOCUMENTATION ATTACHED TO APPLICATION WILL NOT BE CONSIDERED FOR FUNDING.

Certification & Authorization

I understand that submission of this application **does not** guarantee funding of the requested project. If the requested project is funded, the Kentucky Office of Homeland Security will notify each agency of LEPP grant award in writing with specific grant requirements such as amount funded, items qualified for grant funds, dates, and terms of grant contract.

Please note:

- Any items purchased outside of the LEPP grant contract dates or terms and conditions **do not** qualify for reimbursement.
- Any items not specified in the Law Enforcement Protection Program agreement will not be reimbursed.
- Pre-purchased items cannot be reimbursed.

I am aware of the requirements of KRS16.200 that directs all law enforcement agencies in Kentucky to deliver all firearms and ammunition confiscated by or abandoned by said agency to the Kentucky State Police. I hereby certify that my agency is in compliance with this statute.

The information in the application is true and correct and all required documentation is attached to application.

I am aware that the proposed project may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

Greg Fisher

Mayor

Print Name

Title

Signature of Authorizing Official

Date

(County Judge, Mayor, University President or School Superintendent)



Mail complete application and documentation to:



Office of the Governor
Kentucky Office of Homeland Security
Law Enforcement Protection Program
200 Mero Street ▪ Frankfort, KY 40601
Phone: 502-564-2081 ▪ Fax: 502-564-7764
<http://homelandsecurity.ky.gov/Pages/LEPP.aspx>

**Commonwealth of Kentucky
Office of the Governor
Kentucky Office of Homeland Security**

Law Enforcement Protection Program

Detailed Scope of Work - Provide a description of the project detailing all relevant project information including but not limited to the following: project activities, justification for project, gaps to be addressed by the project, training and certification for firearms and the public benefit to be derived from the project (please submit on an additional page).

The Louisville Metro Police Department has deployed Axon's TASER Controlled Energy Weapons (CEWs), also known as Electronic Control Weapons (ECWs), for more than 8 years as an alternative to lethal force and more injurious less lethal options. The TASER CEW is the only less lethal weapon deployable from a safe distance, capable of safe and immediate incapacitation, routinely carried as a standard issue option for all patrol officers, and available to law enforcement in the United States. The purchase of these less-lethal weapons will provide our officers with immediate access to the latest technology proven to offer a safe alternative to the use of lethal force or more injurious use of force options and will ensure that we are fielding devices within the manufacturer's recommended lifespan to ensure operability and mitigate risk. Axon Enterprise is the sole manufacturer and provider of the TASER Model X2. There are no equal or comparable substitutes available to us from any other source. There is no other device offered by any other source which offers immediate incapacitation from a safe distance and affords officers the opportunity to restrain a combative subject without significant injury.



Invitation To Bid

Louisville/Jefferson Co Metro Government

ORIGINAL

Bid Number: 3387

Revision: 0
Date: 24-FEB-15

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

On proposals amounting to \$2000 or over, successful bidder may be required to execute and give performance bond for full amount, by a Surety Company authorized to do business in the Commonwealth of Kentucky.

Bidders must submit all pages of bid document.

Mark envelope with Bid Number, Reply By Date and Address to:
OMB - Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 05-MAR-15

- | # | Description |
|---|--|
| 1 | A price contract for a portion of Louisville Metro Government's need for Conducted Electrical Weapons for a twelve (12) month period, per the attached specifications. |

FIRM NAME:	TASER International, Inc.
OFFICIAL'S SIGNATURE:	<i>[Signature]</i>
ADDRESS:	17800 N. 85th Street Scottsdale, AZ 85255
PHONE:	1800-978-2737
DATE:	3-2-2015



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid#: 3387

Standard Text

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark original) AND ONE COPY. The copy should be a complete copy of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Kim Henry at (502) 574-3491.

CHECKLIST FOR BIDDERS/RESPONDERS

Information must be completed by an authorized employee or agent for the company.

	Complete on cover page (bottom right hand corner)
	Submit all pages of bid/proposal and requested copies.
	Submit 5% bid bond or certified check if required.
	Complete Good Faith Effort (GFE) paperwork and submit with bid/proposal. Contact Human Relations Commission at the number on the form for assistance.
	Complete Section III Recognize Addenda (if applicable) of authorized employee or agent for bid submittal Indicate applicable preferences (local, living and apprenticeship) See Section 1 for details Provide information and signature
	Submit W-9 Form
	Submit insurance certificate if available, according to insurance requirements in Section IV. The certificate will be required of the successful bidder prior to award.
	Submit all documents required per the general specifications and/or evaluation criteria
	Price sheet must be completed, if applicable
	Complete required affidavit for bidders claiming qualified bidder status and resident bidder status. Must be notarized.

Rev 12/10/12

G:\Forms\Checklist for Bidders Responders

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:
<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD

LOUISVILLE METRO GOVERNMENT
 GOOD FAITH EFFORTS (GFE)
 SUBCONTRACTOR AND SELF-PERFORM WORK LIST

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

Bidder Name: TASER International Inc.
 Bid Number: 3387

Total Bid Amount: 1,836.95
 Email Address: CONTACT@TASER.COM
 Project Name: Conductive Electrical Weapons

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202 502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

ALL (CHECK HERE IF YOU ARE NOT SUBCONTRACTING ANY WORK)

DIVISIONS OF WORK (BIDDER DETERMINED WHO WILL PERFORM)

SUBCONTRACTOR INFORMATION

LEGAL NAME	STREET ADDRESS	CITY	ST	ZIP	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	MBE GOAL (%)	FBE GOAL (%)	VBE GOAL (%)
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total							\$0.00				

Signature of Company Official: Anthony Coleman
 Printed Name: ANTHONY COLEMAN

Date: 2-27-2015

THIS FORM MAY BE REJECTED IF NOT COMPLETED

Office Use Only

Form Status:

- Complete
- Incomplete
- Reason form was rejected
- Signature missing
- Subcontractor information not completed
- Bidder information not completed
- Division of work section not completed

Form GFE-2

LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
MFHBE SUBCONTRACTOR GFE LOG

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: TASER International Inc Bid Total: \$183695
 Bid Number: 5387 Project: Conducted Electrical Wepdas
 Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
 502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection	
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected		
NO subcontractors will be used.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Other Good Faith Efforts (Attach Supporting Documentation)										

Signature of Company Official: Anthony Coleman
 Printed Name: Anthony Coleman

Date: 2-27-2015

Form GFE-3

LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
SUBCONTRACTOR PAYMENT CERTIFICATION

DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION

Bidder Name: TASER International Inc. Total Bid Amount: \$1,836.95
 Bid Number: 3387 Project Name: Conducted Electrical WEAPONS

REPORTING MONTH:

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
 502-574-3631 phone • 502-574-3190 fax • 502-574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)			CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)			
			Date	Payment Amount	Retainage	Invoice Date	Payment Amount	Retainage	
<u>NO Subcontractors</u>									
<u>WILL BE USED</u>									
ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Cancelled Checks)			Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
			Date	Payment Amount	Retainage		Date	Payment Amount	Retainage
						<u>✓</u>			
						<u>✓</u>			
						<u>✓</u>			
						<u>✓</u>			
						<u>✓</u>			

Signature of Company Official: *Anthony Coleman*
 Printed Name: Anthony Coleman

Date: 2-27-2015

Rev. 06/01/2014



Louisville Jefferson County
Metro Government

Louisville Metro Police Department

BID # 3387

Conducted Electrical Weapons

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- V. General Specifications**
- VI. Evaluation Criteria**
- VII. Kentucky Statutory Preference Documents**

SECTION I

INSTRUCTIONS TO BIDDERS

A. The Louisville/Jefferson County Metro Government ("Metro Government") is now accepting Bids for Conducted Electrical Weapon (CEW).

1. The process of accepting Bids and choosing the successful Bidder shall be by Competitive Sealed Bidding.
2. The Metro Government, if it chooses to award a contract based on this Bid, shall do so on the basis of lowest bid price or best evaluated bid.

B. Steps to Take Before Submitting a Bid

1. **Revenue Commission:**

- A. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid.
- B. If you become the successful Bidder, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of a contract.
- C. You must provide your Revenue Commission Number on the Bidder Information and Bid Signature Document in Section III, unless you do not yet have one.
- D. For further information, call the Revenue Commission at (502) 574-4860.

2. **Human Relations Commission:**

- A. There are two affirmative action requirements which apply to Metro Government Contracts: 1) Affirmative Action in Employment and 2) Affirmative Action in the subcontracting of Minority, Female and Handicapped-owned businesses.

B. Affirmative Action in Employment

- a. The Louisville Metro Human Relations Commission is required determine whether contractors' employment policies assure employment opportunities are available to all citizens without regard to race, color, religion, national origin, marital status, handicap, sex, sexual orientation or gender identity, or age.
- b. To make this determination, the Human Relations Commission will make an inquiry of the successful Bidder pursuant to Louisville Metro Ordinances Section 37.27.
- c. If Purchasing informs you are the successful bidder, you will need to contact the Human Relations Commission at 502-574-3631 for information and assistance on procedures to follow in becoming approved and qualified pursuant to Louisville/Jefferson County Metro Government Ordinances.
- d. Bidder acknowledges that this Agreement is subject to Louisville/Jefferson County Metro Government Ordinances, relating

to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of those Ordinances will be cause for suspension, termination or cancellation of a contract executed hereunder, or rejection of Bidder's Bid.

C. Affirmative Action in Subcontracting

- a. Generally, either a Bidder will use subcontractors or it will do all the work itself.
- b. If You Won't Use Subcontractors
 1. You must complete and sign Form GFE-1, which is included with this Bid in the Human Relations Commission's "Good Faith Efforts Requirements" document, to indicate work will be self-performed.
 2. NOTE: If you fail to complete Form GFE-1, your Bid will be rejected as nonresponsive.
- c. If You Will Use Subcontractors
 1. You must follow the instructions and complete the forms in the "Good Faith Efforts Requirements" document included with this Bid. This includes but is not limited to making the required good faith effort, as that term is defined in the document.

C. Preferences:

1. Living Wage Preference:

- A. If your business pays its employees at least \$9.00/hour, the prices you Bid shall be reduced by 5% for the purpose of determining the lowest Bid price, subject to the following conditions:
 - a. You must complete the Living Wage Preference Certification on the Bidder Information and Signature Page included in this Bid.
 - b. If this Bid is for services, and you intend to use subcontractors to perform all or part of the work required under the contract, you shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.
 - c. If you receive the Living Wage Preference and are awarded a contract under this Bid, then you must post a sign of the \$9.00 minimum wage rate in a conspicuous place and manner so as to inform employees and the public of your minimum wage policy.
 - d. If you certify your business as a minimum wage one, are subsequently awarded a contract, and the Metro Government discovers you do not pay your employees at least \$9.00 per hour, your business will be liable to the Metro Government for 30% of the amount of the contract awarded.

2. Local Vendor Preference:

- A. The Metro Government gives Bids submitted by local vendors a preference.
- B. To qualify as a local vendor, your company must:
 - a. Be established in the Louisville Metropolitan Statistical Area ("MSA"), as defined by the United States Census Bureau for twelve consecutive months and have an up-to-date Revenue Commission Number.
 - b. Have your headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least twelve consecutive months prior to the date of this Bid (the date is on the first page of this Bid package).
 - c. Determine whether the City or County within the Louisville MSA in which your business is located has the required reciprocal ordinance which recognizes business located within the Louisville MSA as local businesses for the purpose of a procurement preference. You must include a copy of the reciprocal ordinance with your Bid.
 - d. Utilize local businesses to furnish at least 75% of the services under a contract awarded hereunder unless such services are not available locally.
 - e. Bidder must indicate that it wants to be considered a local business and receive the preference by checking the relevant line on the Bidder Information and Bid Signature Page. This information must be submitted along with your Bid.
 - f. If the Metro Government determines your business is a local business, based on the standards described here, then your business shall receive a 5% reduction of the total amount you bid or 5 points added to your evaluated Bid total, depending on the type of Bid evaluation process the Metro Government has decided to use.
 - g. If the Metro Government concludes your business is a local one for the purposes of this Bid, and that determination is based on false information, the Bidder shall be subject to a fine equal to 25% of the price quoted in this Bid.
 - h. Any Bidder who is denied local business status may appeal that denial to the Director of Purchasing within 5 days of the denial letter date. Your petition must outline the reasons why your business should be determined to be a local one. The Director of Purchasing will conduct a hearing for consideration of the appeal. The decision of the Director shall be final.
 - i. Any business may challenge the grant of a local vendor preference to another company. Any challenges must be made in writing within 3 business days following the day a contract is awarded under this Bid. The challenge must outline why the local vendor preference shouldn't have been awarded. The Director of Purchasing will hold a hearing to hear the argument of the challenger. The Director of Purchasing will make a decision and that decision shall be final.
 - j. This preference applies in addition to any other preference applicable under this Bid.

3. Construction Contracts:
 - A. For construction contracts above \$250,000, the Bidder may be able to receive an apprenticeship preference. See Section II, subsection 2.4, B of this Bid for requirements and information.
 - B. For construction contracts above \$25,000, you must furnish bonds. See Section II, subsection 2.4, C for requirements and information.

4. Kentucky Statutory Preferences:
 - A. The Commonwealth of Kentucky requires the Metro Government to apply certain purchasing preferences as set forth in Kentucky Revised Statutes ("KRS") Sections 45A.470, 45A.490, 492 and 494. These statutes are included in this Bid in Section VII, "Documents Applicable to Kentucky Statutory Preferences". The Kentucky Finance and Administration Cabinet has promulgated administrative regulations to provide direction to entities like the Metro Government as to the procedure which the Metro Government must follow to apply these preferences correctly. These regulations are also included in this Bid in Section VII, Subsection B.
 - B. The required preferences are as follows:
 - a. Kentucky Correctional Industries Preference:
 1. If products or services are produced by Kentucky Correctional Industries ("KCI") and the Metro Government needs to purchase some of those items or services, the Metro Government must first attempt to buy them from KCI. This is required by KRS 45A.470. The Kentucky Administrative Regulations, 200 KAR 5:410, Section 2, Item 1, require the Metro Government to give products made by KCI "a preference equal to twenty (20) percent of the maximum points awarded to a bidder..." The kinds of products and services made by KCI include but are not limited to those listed at <http://kci.ky.gov/Pages/products.aspx>, and include the following:
 2. The Bidder agrees that, should the Metro Government award a contract under this Bid which violates KRS 45A.470, that the Metro Government may terminate that contract immediately and that Bidder hereby releases and forever discharges the Metro Government, its employees, successors, subsidiaries and assigns, from any and all claims, demands, obligations, liabilities or damages in any way arising out of or related to that contract.
 - b. Preference for Kentucky Industries for the Blind, any nonprofit corporation which furthers the purposes of KRS Chapter 163, and qualified nonprofit agencies for individuals with severe disabilities:
 1. In addition to the preference for the products and services of KCI, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status

shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination. The required affidavit is included in Section VII of this Bid under the title "Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status."

c. Kentucky Reciprocal Preference for Kentucky-Resident Bidders:

1. The scoring of bids is subject to a Reciprocal preference for Kentucky resident bidders as provided in KRS 45A.490 to 45A.494.
2. Process - Determining the residency of a bidder for purposes of applying a reciprocal preference
 - i. Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, which is included in this Bid in its Section VII. The Metro Government reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.
 - ii. A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.
 - iii. The Metro Government shall apply the reciprocal preference required by KRS 45A.490 – 45A.494 as directed by 200 KAR 5:400, the language of which appears in Section VII.

C. Bid Submittal Requirements

1. All Bids must be signed by a duly authorized officer, agent or employee of the Bidder (See the "Bidder Information and Bid Signature Page" at section III). Bidder promises that the individual signing the Bid document for the Bidder has the authority to bind the Bidder.
2. Sealed Bids will be received at the office of Louisville Metro Office of Management and Budget, Division of Purchasing until 3:00 p.m. March 5, 2015, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202.

- a. Bidders must deliver their Bids to this address during normal Metro Government business hours.
 - b. Mailing the Bid with the intent that the Metro Government received it before scheduled closing time for receipt of Bids is not sufficient.
 - c. The Metro Government shall not consider for award Bids received after the 3:00 p.m. deadline on March 5, 2015.
3. Submit Bids with a complete original (mark as original) and submit required copies indicated in this document.
4. Any inquiries about this Bid after the opening date shall be addressed in writing to:
Director of Purchasing
Office of Management and Budget – Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202
5. Bidder Questions and Inquiries: Bidders who have questions and inquiries concerning this Bid prior to the bid opening may contact:
 - a. **Lt. Michael O'Neil** Michael.ONeil@louisvilleky.gov
6. Changes, Clarifications, Errors, Addenda:
 - a. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the Bid, Bidder shall immediately notify Metro Government of the error in writing and request modification or clarification of the document. Should a prospective Bidder find a discrepancy in or omissions from the specifications, or be unclear as to what the specifications mean, the Bidder shall notify the Metro Purchasing Director in writing. The Director will send written clarifications to all prospective Bidders. Bidder agrees that the Metro Government will not be responsible for any oral instructions.
 - b. Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Bidder.
 - c. Changes/Alterations: Bidder may change or withdraw its Bid at any time prior to Bid opening. Only written requests for changes of a previously submitted Bid, received by Metro Government prior to the scheduled deadline for receipt of Bids, will be accepted. The Bidder must put the written request in a sealed envelope which is plainly marked "modification of Bid". The Bid, when opened, will then be corrected in accordance with the written request.
 - d. The Bidder must respond as required in this Bid; failure to make any required response or provide required information may cause rejection of the Bid as nonresponsive. Bidder must submit its Bid in the same order of pages in which the Metro Government published the Bid. Any notes and comments may be made on an attachment. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the Bid. Any corrections to entries made on Bid forms should be initialed by the person signing the Bid. All Bids shall be returned in a sealed envelope with the Bid number and opening date stated on the outside of the envelope.
 - e. Once this Bid has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to alter or withdraw its Bid except with the written permission of the Director of Purchasing.

- f. Addenda: The Metro Government may issue an addendum, or addenda, changing some aspect of the Bid. All addenda, if any, shall be considered in making the Bid, and such addenda shall be made a part of this Bid. Before submitting a Bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the Bid any such addenda may result in disqualification of that Bid.
7. Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's Bid. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted. Bidder shall provide samples if the Bid so requires.
8. Plans and specifications, if applicable, may be ordered from:
Lynn Imaging
11460 Bluegrass Parkway
Louisville, KY 40299
(502) 499-8400

There will be a charge for the plans and specifications. When ordering the plans check with Lynn Imaging for the exact cost. Out-of-town vendors shall make arrangements with Lynn Imaging to have the plans and specifications shipped for an additional charge. Plans and specifications may not be obtained from the Louisville Metro Purchasing Office.

9. The Metro Government shall not permit a Bidder to withdraw its Bid for sixty days after Bids are opened, unless the Metro Government makes a specific exception in writing.
10. Metro Government shall not be responsible for any cost incurred by the Bidder in the preparation of its Bid.
11. When the Bidder signs its Bid and submits it to the Metro Government for consideration of award, the Bidder agrees that is offering to enter into a contract with the Metro Government subject to all the conditions herein, without exception. If the Metro Government decides to accept the Bidder's offer, the Bidder agrees that the Metro Government creates a contract by signing the Bidder Information and Bid Signature Page contained in this Bid. Bidder agrees that the contract shall contain all of the conditions herein. **Bidder agrees that nothing in this Bid is negotiable.** "Condition", as used here, means, but is not limited to meaning, requirements, terms, obligations, duties, specifications, etc. If the Bidder attempts to change any of the conditions in this Bid, whether in its Bid response or otherwise, the Metro Government shall reject Bidder's Bid as nonresponsive. If Bidder considers any condition herein unacceptable to it, Bidder should not submit a Bid.
 - a. If Bidder submits any document which purports to be contractual, the Metro Government shall reject the Bid as nonresponsive. If Bidder submits any such document after the contract has been executed, Bidder agrees that the Metro Government may terminate that contract for cause immediately.

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12. If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SECTION II
GENERAL PROVISIONS

2.1 Payment terms shall be Net 30 days.

2.2 Pricing:

- A. Bid prices shall be firm for six (6) months after the Bid opening date.
- B. Project-Specific Contracts:
 - 1. Pricing for specific Metro Government projects shall not change for the duration of the contract, including all renewals.
- C. Non-Project Specific Contracts, Including Price Contracts (see Section 2.4):
 - a. For non-project-specific contracts, including Price Contracts, Bidder agrees that prices shall not change for the first year of that contract.
 - b. If a contract is renewed, all price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Bidder agrees that the Metro Government may either accept the price change or terminate the contract. Increases shall not be effective until the Metro Government's approval of them is received by the Bidder in writing.
- D. Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.
- E. Time discounts or cash discounts shall not be considered in Bid evaluation.
- F. Prices for any Bid item shall not be contingent upon the purchase of any other Bid item.
- G. If 'approximate yearly usage' is supplied, it is only to aid vendors in preparation of Bids and under no circumstances binds the Metro Government to purchase those amounts.
- H. Bidder should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).
- I. If this Bid is for a stated number of items, the Metro Government may request that the bidder extend the offered bid pricing to a future purchase or purchases, for up to one year after the date a contract under this Bid has been executed. If the Bidder agrees to extend the pricing, the Metro Government may purchase those items by issuing an additional Purchase Order or Orders, as the case may be.

2.3 Special Conditions for Price Contracts:

- A. A "Price Contract" is an agreement for the purchase of goods and possibly services which the Metro Government may utilize to fill its needs throughout the term of the contract. It is not a contract for a specific project, though purchases may be made for particular projects as the need arises. A Price Contract does not obligate the Metro Government to purchase any amount of the Bid goods or services.
- B. Any government entity in Kentucky shall have the option of making purchases under a Price Contract executed under this Bid.
- C. If a price contract is awarded hereunder, the Bidder agrees the Metro Government may nonetheless issue a separate Bid for the products or services which are the subject of this Bid.

2.4 Special Conditions for Construction Contracts:

- A. All Bidders are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.
- B. Apprenticeship Programs (Applicable only for construction contracts estimated to cost over \$250,000.00):
 - 1. The Metro Government provides a Bid preference for Bidders who have qualified apprenticeship programs.
 - 2. To qualify for this preference, Bidder must meet the following criteria:
 - a. At least 15% of the total labor hours performed under the contract must be performed by apprentices in a qualified apprenticeship program.
 - i. "Qualified Apprenticeship Program" means a written plan containing all terms and conditions for the qualification, recruitment, selection, employment, and training of apprentices in construction or construction related services which has been registered and approved by Federal Office of Apprenticeship Training, Employer and Labor Services or by the Supervisor of Apprenticeship and Training, Kentucky Labor Cabinet.
 - b. The Bidder must submit with its Bid:
 - 1. A certified copy of the registered apprenticeship program as sworn to by a notary public; and
 - 2. The number of apprentices enrolled in the program at the time the Bid is submitted.
 - 3. If Bidder wishes to receive the apprenticeship preference, it must certify that it meets the required criteria by completing the affirmation on the Bidder Information on Bid Signature Page.
 - c. If the Metro Government determines that Bidder meets the criteria for having a qualified apprenticeship program, Bidder's Bid price shall be reduced by 3% or 3 points shall be added to Bidder's Bid, depending on the evaluation process the Metro Government uses.
 - d. If awarded a contract under this Bid, Bidder shall maintain payroll records pertaining to the work performed under that contract. The Metro Government may inspect those records if it deems doing so necessary. The Bidder shall maintain the records for at least six months after completion of the contract work.
 - e. If the Bidder provides false information and, because of that information, the Metro Government determines Bidder has a qualified apprenticeship program and awards a preference for that, then the qualified Bidder shall be subject to a fine equal to 25% of the total cost Bid for the work hereunder.
 - f. This preference, if granted, will be added to the Local vendor Preference, if applicable.
- C. Bonds (Applicable for Construction Contracts)
 - 1. For construction projects awarded with a value of more than \$25,000.00, Bidder must furnish the following bonds when it submits its Bid:
 - 1. Bid Bond:
 - a. Bidder is required to furnish a Bid Bond in an amount of not less than five percent (5%) of its base Bid. This may be in the form

of a Bid Bond, Certified Check or Cashier's Check. No personal checks will be accepted. The Bid Bond shall be supplied at the time of the Bid opening.

- b. Bidder's security shall be a bond provided by a surety company authorized to do business in Kentucky.

2. Performance Bond:

- a. The successful Bidder must submit a performance bond satisfactory to the Metro Government executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, in an amount equal to one hundred percent (100%) of the contract price as it may be increased.

3. Payment Bond:

- a. The successful Bidder must submit a payment bond satisfactory to the Metro Government, executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, for the protection of all persons supplying labor and material to the Bidder or its subcontractors for the performance of the work provided for in this Bid. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.

2.5 Special Conditions Applicable to Contracts for the Purchase of Goods (including Price Contracts, if those contracts are for the purchase of goods):

- A. Bidder must submit all factory literature and supporting documentation with each submitted copy of its Bid.
- B. Bidder shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping unless specified differently in Section V.
- C. All goods purchased are subject to inspection at the point of delivery by the Metro Government.
- D. Bidder agrees to pay all costs for the return of rejected goods.

2.6 Bid Reservations: Metro Government may award Bids in its best interest, reject Bids or any part of them, award contracts in whole or part, waive what it concludes in its discretion are minor problems with Bids, including but not limited to formalities or technicalities. The Metro Government may consider any alternative Bid which meets its needs.

2.7 The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Bidder will provide training documentation for all standards applicable to the job being bid. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work being bid. The Bidder agrees to provide, for all their employees working on properties where Metro employees reside, documentation of current (annual) asbestos awareness training, per OSHA's 1926.1101(k)(9)(vi) regulation. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions on Metro Government property. Bidder agrees to indemnify, defend

and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.8 Bidder shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Bidder's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Bidder shall include (without limitation): (a) payroll records accounting for total time distribution of Bidder's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Bidder's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.
- 2.9 As allowed by the Metro Government Finance Manual (Purchasing Policies, Section III, A, 3), multiple contracts may be issued and those contracts, if any, shall be ranked as primary, secondary, etc. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.
- 2.10 Open Records: All materials submitted in response to the solicitation document will become the property of the Metro Government. One copy of a submitted proposal will be retained for official files and will become public record. In general, under the Kentucky Open Records Act (Kentucky Revised Statutes, sections 61.870 – 61.884), public records of the Metro Government are subject to disclosure to a requesting party. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Open Records Act ("ORA"), should not be included in the vendor's proposal, as it may be made available to the public. If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meet the disclosure exemption requirements of the ORA, then that information will not be disclosed in response to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.
- 2.11 Bribery Clause: By his/her signature on the Bid, Bidder certifies that none of its employees, any affiliate or Subcontractor, have bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.12 Entire Agreement: A contract executed under this Bid shall constitute the entire agreement and understanding of the parties with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. The contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

2.13 Contract Termination:

A. Termination for Cause

- (1) Metro Government may terminate a contract because a contractor fails to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - (a) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (b) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (c) Failure to diligently advance the work under a contract for construction services;
 - (d) The filing of a bankruptcy petition by or against the contractor; or
 - (e) Actions that endanger the health, safety or welfare of Metro Government or its citizens.
- (4) In the event that, during the terms of this Contract, funds are not appropriated for the payment of the Metro Government's obligations hereunder, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

C. Force Majeure: Neither Bidder nor the Metro Government shall be liable in damages or have the right to terminate a contract executed hereunder for any delay or default in performing that contract if such delay or default is caused by conditions beyond either party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

2.14 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract without the written consent of the Metro Government shall be void. Bidder agrees that the Metro Government shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Bidder changes, Bidder or its successor firm shall notify Metro Purchasing in writing within 30 days of the Bidder's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

- 2.15 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.16 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky, if requested.
- 2.17 Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.18 Ability to Meet Obligations: Bidder affirms that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 2.19 Per KRS 45A.455:
- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
 - (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in

connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

2.20 Violations of and Compliance with Kentucky law: Per KRS 45A.485, Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

2.21 The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

2.22 Invoicing Requirements:

A. Proper Invoice:

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; however, in addition, no invoice submitted by Supplier/Contractor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Louisville Metro Government in accordance with the purchase order, and containing the following additional information:

- **Purchase Order or Release Number under which the purchase was made;**
- **Name of Louisville Metro Government Agency and Requestor initiating purchase;**
- **Invoice date;**
- **Vendor Name, Address, and Contact Information, including remittance if different;**
- **Unique invoice number;**
- **Account number or other identifying number agreed to by contract (if applicable);**
- **Description of goods, services or property provided to the Louisville Metro Government;**
- **Date good, services, or property were provided to the Louisville Metro Government;**
- **The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts.**
- **No shipping costs or fuel surcharges unless permitted in the solicitation;**
- **Applicable discount terms.**

Defective invoices will be returned to Supplier/Contractor and must be updated with the correction information and revised invoice date

B. Invoice Submittal

The Louisville Metro Government now accepts E-Invoices. The electronic submission of invoices expedites review and payment processing. Invoices are currently accepted in .PDF, .XLS, .XLSX, .DOC, .DOCX, and .TXT file formats. Please contact OMB-Accounts Payable at (502) 574-5247 for information on how to submit invoices electronically.

If unable to send invoices electronically please mail invoice to:

**Louisville Metro Government
Business Operations
611 West Jefferson Street
Louisville KY 40202**

To avoid processing delay vendors must choose either electronic or standard mail method for invoice submittal. Invoices must be submitted to Metro Agency requesting the purchase. All Statements of Account must be submitted by mail.

SECTION III

BIDDER INFORMATION AND BID SIGNATURE PAGE

COMPETITIVE SEALED BID
SUBMITTED BY:

By signing below, Bidder agrees that it binds itself unconditionally to all requirements in this Bid.
Include this page in your response to this Bid.

I acknowledge receipt of the following Addenda:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

Living Wage Preference Certification: Does your business pay all full time employees at least \$9.00 per hour and wish to be certified as a minimum wage business for this Bid? You must check:

Yes: or No: _____

Bidder meets the requirements for designation as a local vendor as described in Section I, C, 2 of this Bid and wishes to receive the Metro Government's Local Vendor Preference. You must check:

Yes: _____ or No:

For construction contracts above \$250,000 only: Bidder meets the requirements for designation as having a qualified apprenticeship program as described in Section I, C, 3 of this Bid and wishes to receive the Apprenticeship Program Preference. You must check:

Yes: N/A or No: N/A

NOTE: Preferences shall not apply on federal-funded bids.

Full Legal Name of Bidder:

TASER International Inc.

Authorized Agent Name:

Joshua Isner

Title:

EVP of Sales

E-Mail Address:

Contracts@TASER.COM

Address:

17800 N. 85th Street

Scottsdale AZ 85255

Telephone

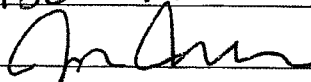
1-800-978-2737

Rev. 06/01/2014

Fax:

480-991-0791

Authorized Agent Signature:



Date:

3-2-2015

Metro Louisville Revenue
Commission Number:

209723

Federal ID Number:

86-0741227

**Please include a copy of your W-9 with your submitted Bid.
This must be submitted prior to the award of a contract.**

The section below will be completed by the Metro Government only if Bidder is awarded a contract under this Bid.

Louisville/Jefferson County Metro Government

Marian Salmon
Marian Salmon, Purchasing Administrator

Date: 4/13/15

Contract Term:

Effective: 5/4/15

Expires: 5/3/16

RENEWAL OPTION (Applicable only to Price Contracts):

The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

Items Covered: All: ✓

See Attached: _____

SECTION IV

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to award of contract and delivery of product and for the term specified herein Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement and for the term specified herein the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies throughout the term of this contract. Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non-contributory, with a **\$5,000,000** Combined Single Limit for any one

Occurrence and **\$10,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, Products/Completed operations, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

In the event that the Contractor's coverage is written on a "Claims Made" Form, the Contractor shall, after the product has been completed, furnish evidence that the liability coverage has been maintained for at least **two years after product delivery**, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from products provided under this contract.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).
- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION V

GENERAL SPECIFICATIONS

The Louisville Metro Police Department is seeking bids on a price contract for Conducted Electrical Weapons (CEW). The CEW shall be a less than lethal weapon designed to disrupt a person's central nervous system by means of deploying battery powered electrical energy sufficient to cause intense muscle contractions affecting the individual's motor nervous system and/or disruption of the individual's sensory nervous system and central nervous system.

Success bidder must meet listed minimum requirements:

The CEW

- The CEW shall provide the user with the capability of discharging probes, stunning or a combination of both during a use of force encounter.
- The CEW must be designed for full time carry on the duty belt.
- To activate or deploy the CEW a trigger or button must be depressed causing the CEW to arc or fire probes.
- This weapon may have a multiple cartridge firing capability or be in a configuration to fire 6 cartridges at the same time.
- The CEW must have a standard cycle of 5 second electrical discharge when its trigger is pressed and released.
- The CEW must have the ability to shorten the 5 second standard cycle by turning the CEW off at any time during the cycle.
- The CEW must have the ability to continue to deliver an electrical discharge over 5 seconds until the trigger is released.
- The CEW must have a digital display to be able to provide a visual countdown of the 5 seconds.
- The CEW must have the ability to stun a person by making direct contact with the CEW to any part of a person's body.
- The CEW when deployed must have a way to identify the CEW deployed
- The CEW must have a self- powered flashlight and aiming laser with the ability to turn either or both off.
- The CEW must be black, yellow, clear or tan in color.
- The CEW must use a replaceable cartridge to deploy two small probes that are attached to the CEW by insulated conductive wires with a maximum length of 35 feet (10.6 meters).
- The CEW must transmit electrical pulses through the wires and into the body affecting the sensory and motor functions of the peripheral nervous system. The energy must penetrate up to two cumulative inches of clothing, or one inch per probe.
- The CEW must use Neuro Muscular Incapacitation Technology, Shaped Pulse Technology and Digital Pulse Control in its makeup.
- The CEW must have a Digital display that communicates battery percentage, duration remaining during pulse discharge, time, date, and warranty status.
- The CEW must have an onboard computer system and be capable of digital download to a computer via USB (universal serial bus) compatible with Microsoft operating systems. Software is upgradable.

CEW Cartridge

- The CEW Cartridges must incorporate a propulsion system.
- The CEW Cartridges must have ranges from 15 to 35 feet (4.5 to 10.6 meters).
- The cartridges must be able to perform well in cold and hot climates.
- A cartridge used specifically for training must be available that does not conduct any electricity but does fire shortened probes up to 21 feet. This cartridge must be clearly visible as training cartridge by its color or markings.
- A cartridge used for extra penetration must be available with a 25ft range.
- A tactical cartridge for extra penetration must be available with a 35ft range.
- All cartridges must be clearly marked by color or raised identifying marks of the different ranges.

CEW Battery System

- The Battery for the CEW must use lithium power and contain digital storage capability that maintains a record of the battery's power level. This storage memory must also contain specific information of energy performance and life expectancy for the battery at various temperatures and various loads.
- The battery must have a storage memory that could contain software updates for a CEW.
- The battery must have at least a 10 year shelf life.

CEW Simulation Training Suit

- The simulation suit used for training scenarios must allow live scenario-based training in which students can deploy training cartridges at dynamic targets. This is used in conjunction with CEW training cartridges and protects the students from its shortened probes. The simulation suit must cover the student or instructor completely.

CEW Holster

- The holsters must have reversible belt attachment hardware (to allow for left-hand or right-hand carry) and various weapon retention features; also several spare cartridge carrying options.

CEW Conductive Targets

- The CEW Target must be Humanoid in appearance to provide a realistic appearance. It must also show preferred target areas.
- The backing must be conductive to allow the user to see and hear if the CEW is being used correctly.

CEW Download Hardware

- The CEW must be supplied with a download interface that uses a USB adapter to connect to any Microsoft compatible computer.

Warranty

- The CEW must have an available warranty and the ability of the bidder to perform repairs or replacements to the CEW

- CEW in service less than 5 years, replacement cost should be % of full cost
- All malfunctioning cartridges and Batteries shall be replaced at no cost for 90 days.
- Malfunctioning USB cables on case by case basis.

Service

- Successful bidder must be a factory authorized dealer licensed to sell and service Law Enforcement approved specified CEW'S;
- Complete customer service support must be provided for all products, including downloadable manuals and software;
- Training for the CEW must be made available for the law enforcement instructors when needed.

Items	Bid Price (\$)
CEW Package	\$ 1,042.31
CEW Cartridge	\$ 31.88
CEW Battery	\$ 66.64
CEW Simulation Training Suit	\$ 573.30
CEW Holster	\$ 66.64
CEW Download Hardware	\$ 166.73

Bidder must provide a price for replacements

CEW in service (Year)	Replacement Price (\$)
2>Years >1	\$ 318.25 *
3>Years >2	\$
4>Years >3	\$
5>Years >4	\$
Years >5	\$

* 4 YEAR extended warranty (CEW comes with 1 YEAR warranty together equals 5 YEAR warranty). If you do not purchase an extended warranty at the time of your CEW purchase the replacement cost will be full price in years 2-5.

Rev. 06/01/2014

Bidder shall provide prices for goods as FOB Delivered, unless allowance for shipping, handling, or any associated charge is specified in this section or on the price sheet.

SECTION VI

EVALUATION CRITERIA

The Bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

LOW BID PRICE MEETING SPECIFICATIONS

Proposals will be reviewed by a committee consisting of representatives from: LMPD

SECTION VII

DOCUMENTS APPLICABLE TO KENTUCKY STATUTORY PURCHASING PREFERENCES

A. Statutory Requirements.

1. **45A.470 Preference to be given by governmental bodies and political subdivisions in purchasing commodities or services -- List of commodities and services -- Price range -- Negotiation for identical products and services.**

(1) Notwithstanding any provision of this chapter to the contrary, all governmental bodies and political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by KRS 197.210. Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in KRS 45A.465.

(2) The Finance and Administration Cabinet shall make a list of commodities and services provided by these agencies and organizations available to all governmental bodies and political subdivisions. The list shall identify in detail the commodity or service the agency or organization may supply and the price.

(3) The Finance and Administration Cabinet shall annually determine the current price range for the commodities and services offered from its experience in purchasing these commodities or services on the open market. The prices quoted by these agencies or organizations shall not exceed the current price range.

(4) The Office for the Blind within the Education and Workforce Development Cabinet and qualified agencies for individuals with severe disabilities shall annually cause to be made available to the Finance and Administration Cabinet, lists of the products or services available.

(5) If two (2) or more of the agencies or qualified nonprofit organizations wish to supply identical commodities or services, the Finance and Administration Cabinet shall conduct negotiations with the parties to determine which shall be awarded the contract. The decision of the Finance and Administration Cabinet shall be based upon quality of the commodity or service and the ability of the respective agencies to supply the commodity or service within the requested delivery time.

2. **KRS 45A.490 – 45A.494, Reciprocal Preference**

a. **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

(1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

b. KRS 45A.492 Legislative declarations. The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

c. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

(1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

(2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- (a) Is authorized to transact business in the Commonwealth; and
- (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

B. Administrative Requirements.

1. 200 KAR 5:400. Kentucky resident bidder reciprocal preference.

- a. RELATES TO: KRS 45A.050(7), 45A.070(1), 45A.090(2), 45A.180(1), 45A.182(1)(c), 45A.365, 45A.370, 45A.375, 45A.695, 45A.745, 45A.825, 45A.853, 160.303, 162.070, 164A.575, 164A.590, 176.010, 176.082. STATUTORY AUTHORITY: KRS 45A.494. NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.494(6) requires that the Finance and Administration

Cabinet promulgate administrative regulations to establish the procedure by which a reciprocal preference shall be given to Kentucky resident bidders. This administrative regulation establishes the procedures by which a reciprocal preference shall be given to Kentucky resident bidders.

b. Section 1. Definitions.

- (1) "Contract" is defined by KRS 45A.490(1).
- (2) "Nonresident bidder" is defined by KRS 45A.494(3).
- (3) "Public Agency" is defined by KRS 45A.490(2).
- (4) "Resident bidder" is defined by KRS 45A.494(2).
- (5) "Response" means any bid or response submitted to a solicitation.
- (6) "Solicitation" means an invitation for bid, request for proposal, advertisement for bid, or another formal method of soliciting a contract issued by a public agency.

c. Section 2. Claiming Resident Bidder Status.

- (1) Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2).
- (2) If requested, failure to provide documentation to a public agency proving resident bidder status shall result in disqualification of the bidder or contract termination.

d. Section 3. Determination of Residency for Nonresident Bidders.

- i. The state of residency for a nonresident bidder, for purposes of this administrative regulation, shall be its principal office as identified in the bidder's certificate of authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State.
- ii. If the bidder is not required to obtain a certificate of authority to transact business in Kentucky, its state of residency shall be the mailing address provided in its bid.

e. Section 4. Applying the Reciprocal Preference.

- i. Once all responsible and responsive bidders to a solicitation have been scored and ranked, the residency of each bidder shall be identified.
- ii. A preference equal to the preference given or required by the state of the highest evaluated nonresident bidders shall be given to all responsive and responsible resident bidders.
- iii. The responses shall then be rescored and re-ranked to account for any applicable preferences.
- iv. In awarding a contract, resident bidders shall only receive preference against nonresident bidders residing in a state that gives a preference to bidders from that state. This preference shall not be applied against nonresident bidders residing in states that do not give preference against Kentucky bidders.
- v. If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

- vi. This administrative regulation shall not result in a nonresident bidder receiving a preference over another nonresident bidder. (37 Ky.R. 1109; Am. 1627; eff. 2-4-2011.)

2. **200 KAR 5:410. Preferences for purchases of commodities or services.**

a. RELATES TO: KRS 45A.465, 45A.470 STATUTORY AUTHORITY: KRS 45A.470, 45A.045(2), 45A.055. NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.045(2) requires the Finance and Administration Cabinet to promulgate administrative regulations to govern purchasing by or for agencies. This administrative regulation establishes requirements setting forth the preference given to qualified entities identified in KRS 45A.470(1).

b. Section 1. Definitions.

(1) "Bidder" means any entity submitting a response to a solicitation.

(2) "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).

(3) "Solicitation" means any invitation for bids, request for proposals, advertisement for bid, or any other method of soliciting a contract issued by a public agency.

c. Section 2. Percentage Preference.

- A. Products made by the Department of Corrections, Division of Prison Industries, shall receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation.
- B. Products or services provided by a qualified bidder shall receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation.

d. Section 3. Claiming Qualified Bidder Status.

- A. Except for Kentucky Industries for the Blind, Incorporated, a bidder claiming qualified bidder status shall submit along with its response to a solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder.
- B. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination. (37 Ky.R. 1111; Am. 1411; eff. 1-3-2011.)

C. Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The Metro Government reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
of _____ this _____ day of _____, 20____.
(Company Name) (Affiant) (Title)

Notary Public
[seal of notary] My commission expires: _____

D. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract was first advertised or announced as available for bidding:

1. Was authorized to transact business in the Commonwealth; and
2. Had for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The Metro Government reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by

(Affiant)	(Title)
-----------	---------

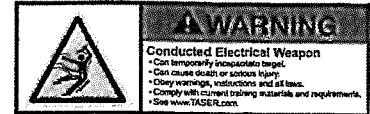
of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

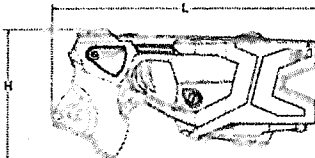


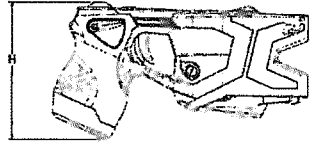
Title: **TASER® X2™ Conducted Electrical Weapon Specifications**
 Department: **Research and Development**
 Version: **3.0**
 Release Date: **5/10/2013**



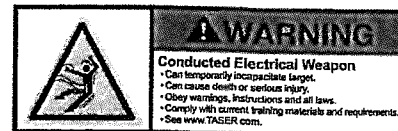
TASER X2 Conducted Electrical Weapon (CEW) Models ¹			
Model	Part No.	Color	LASER Classification
TASER X2 (law enforcement)	22002	Black	IIIa
TASER X2 (law enforcement)	22003	Yellow	IIIa
TASER X2 (law enforcement)	22000	Black	II
TASER X2 (law enforcement)	22001	Yellow	II

Specifications ^{2,3}	Features
<ol style="list-style-type: none"> Output Specifications (per cartridge bay)^{4,5} Waveform: Precision Shaped Pulse™ technology. Into 600-ohm (Ω) load: <ul style="list-style-type: none"> Pulse duration: 50–125 microseconds (μs). Peak loaded voltage: 840–1440 volts. Into 250-1,000 Ω loads: <ul style="list-style-type: none"> Pulse rate: 19 ± 1 pulses per second (PPS). Full pulse charge: 63 ± 9 microcoulombs (μC). Current: 1.2 milliamperes (mA) typical. Operating and storage temperature range: -4 °F [-20 °C] to 122 °F [50 °C]. Operating relative humidity: up to 80% (non-condensing). Estimated useful life: approximately 5 years. Power source: non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second single-bay discharges.⁶ Water resistant to IEC specification IPX2.⁷ 	<ol style="list-style-type: none"> Multiple-shot Conducted Electrical Weapon. Housing: High-impact polymer construction. High efficiency flashlight. Static dual LASERS: Red class IIIa. Class II LASERS available. ARC switch enables drive-stun with or without a Smart cartridge installed (Arc display/Re-energize/Cartridge advance [ARC]). Central Information Display (CID): Displays mission-critical data such as remaining PPM energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display. The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services. Real-time clock with back-up battery. Onboard self-diagnostic and system status monitoring and reporting. Ambidextrous safety switch. The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle. The cycle can be stopped by placing the safety switch in the down (SAFE) position.⁸ Compatible with TASER Smart™ cartridges only.⁹

Physical Characteristics ¹⁰			
Dimensions without PPM			Dimensions with PPM
Length (L)	Height (H)	Width (W)	Weight
7.8" [19.8 cm]	3.8" [9.6 cm]	1.7" [4.3 cm]	1 lbs [454 g (grams)] (w/PPM and 2 cartridges)
			Height (H) 4.2" [10.7 cm]

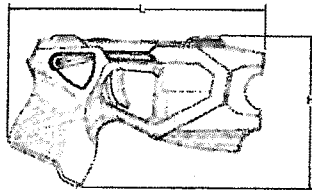

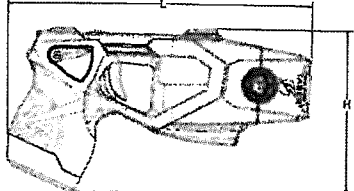
¹ Additional items available. Please contact a TASER sales and customer service representative for more information.
² Patents: U.S. 5654867, 6999295, 7145762, 7158362, 7234262, 7457096, 7570476, 7580237, 7600337, 7602597, 7602598, 7631452, 7778004, 7782592, 7800885, and other patents pending.
³ Product specifications may change without notice; actual product may vary from picture.
⁴ Output specifications may vary depending on temperature, battery charge, or load characteristics. Output specifications derived from 250, 600, and 1,000 Ω resistive loads. The X2 CEW is designed to keep the output charge at ~63 μC independent of load (body) impedances varying from 250 to 1,000 Ω. Medical research on 8 human volunteers demonstrated body impedances from 470 to 690 Ω (Dawes et al, Pace, 2010).
⁵ Pulse rate specifications at room temperature with typical output loads. Temperatures below 32 °F [0 °C] and extreme output loads can significantly reduce the pulse rate.
⁶ Approximate firings figure is derived from controlled settings at room temperature; actual firings may be different due to environmental and usage variance.
⁷ International Electrotechnical Commission Standard 60529 IPX2 Rating.
⁸ This describes operation with the PPM, TPPM and standard TASER CAM™ HD recorder. If the CEW is equipped with an APPM or a TASER CAM HD recorder equipped with the automatic shutoff (AS) feature, the cycle will end after 5 seconds even if the trigger is being held down.
⁹ TASER Smart cartridge specifications are available by contacting TASER. Use of cartridges not authorized by TASER International will void the product warranty and may adversely affect performance.
¹⁰ Dimensions and weights are for reference only.



TASER X26P Conducted Electrical Weapon (CEW) Models ¹			
Model	Model No.	Color	LASER Classification
TASER X26P (law enforcement)	11002	Black	IIIa
TASER X26P (law enforcement)	11003	Yellow	IIIa
TASER X26P (law enforcement)	11000	Black	II
TASER X26P (law enforcement)	11001	Yellow	II

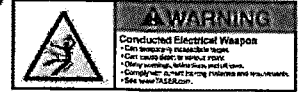
Specifications ^{2,3}	Features
<ol style="list-style-type: none"> Output specifications:^{4,5} Waveform: Precision Shaped Pulse™ technology. Into 600-ohm (Ω) load: <ul style="list-style-type: none"> Pulse duration: 50–125 microseconds (μs). Peak loaded voltage: 840–1,440 volts (V). Into 250–1,000 Ω loads: <ul style="list-style-type: none"> Pulse rate: 19 ± 1 pulses per second (PPS). Full pulse charge: 63 ± 9 microcoulombs (μC). Current: 1.2 milliamperes (mA) typical. Operating and storage temperature range: -4 °F [-20 °C] to 122 °F [50 °C]. Operating relative humidity: Up to 80% (non-condensing). Estimated useful life: Approximately 5 years. Power source: Non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second discharges.⁶ Water resistant to IEC specification IPX2.⁷ 	<ol style="list-style-type: none"> Housing: High-impact polymer construction. High efficiency flashlight. Red class IIIa LASER. Class II LASERs available. Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications. The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services. Real-time clock with back-up battery. Onboard self-diagnostic and system status monitoring and reporting. Ambidextrous safety switch. The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.⁸ Compatible with TASER standard series cartridges.⁹

Physical Characteristics ¹⁰			Dimensions without cartridge and PPM			Dimensions with cartridge and PPM		
Length (L)	Height (H)	Width (W)	Weight		Length (L2)	Height (H2)		
6.4" [16.3 cm]	3.8" [9.7 cm]	1.7" [4.3 cm]	0.74 lbs [338 g (grams)] (w/PPM and 1 cartridge)		7.6" [19.3 cm]	4.1" [10.4 cm]		
			0.47 lbs [213 g] (w/o PPM and cartridge)					

¹ Additional items available. Please contact a TASER sales and customer service representative for more information.
² Patents: U.S. 6999295, 7145762, 7158362, 7234262, 7457096, 7570476, 7580237, 7600337, 7602597, 7602598, 7631452, 7778004, 7782592, 7800885, 7821766, 7900388.
³ Product specifications may change without notice; actual product may vary from picture.
⁴ Output specifications may vary depending on temperature, battery charge, or load characteristics. Output specifications derived from 250, 600, and 1,000 Ω resistive loads. The X26P CEW is designed to keep the output charge at ~63 μC independent of load (body) impedances varying from 250 to 1000 Ω. TASER medical research on 8 human volunteers demonstrated body impedances varying from 470 To 690 Ω (Dawes et al., Pace, 2010).
⁵ Pulse rate specifications at room temperature. Temperatures below 32 °F [0 °C] and extreme output loads can significantly reduce the pulse rate.
⁶ Approximate number of firings figure is derived from controlled settings at room temperature; actual firings may be different due to environmental and usage variance.
⁷ International Electrotechnical Commission Standard 60529 IPX2 Rating.
⁸ This describes operation with the PPM, TPPM, XPPM, and standard TASER CAM HD recorder. If the CEW is equipped with an APPM or a TASER CAM HD recorder with the automatic shutoff (AS) feature, the discharge cycle will end after 5 seconds even if the trigger is still being held down.
⁹ TASER standard series cartridge specifications are available by contacting TASER. TASER standard series cartridges are available up to a maximum range of 25' [7.6 m]. Use of cartridges not authorized by TASER will void the product warranty and may adversely affect performance.
¹⁰ Dimensions and weights are for reference only.

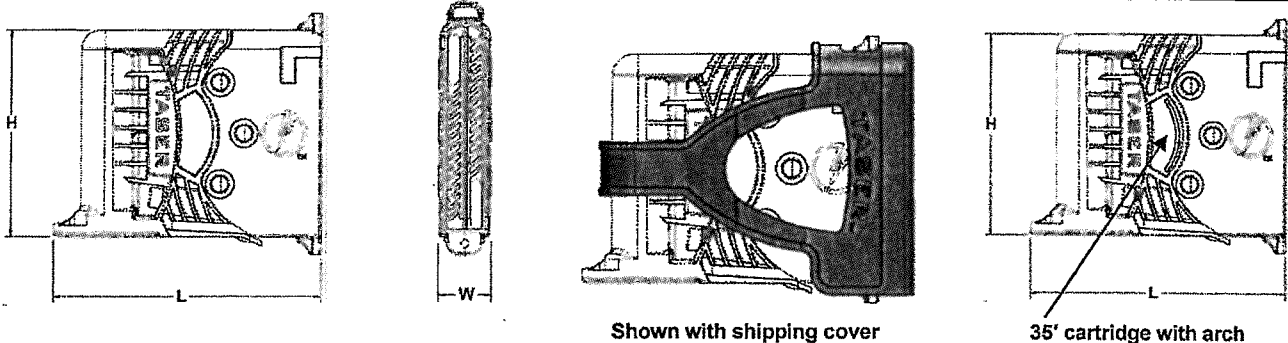
Title: TASER® Simulation Smart™ Cartridge Specifications for Use with the X2™ and X3® CEWs
 Department: Research and Development
 Version: 3.0
 Release Date: 2/4/2014



Models ¹				
Model	Part No.	Propellant	Range ²	Body/Blast Door Color
Inert Smart cartridge	22153	N/A	N/A	Blue/Blue
Inert Smart cartridge, Resettable Simulator 25' [7.62 m]	22155	N/A	N/A	Black/Clear
Inert Smart cartridge, Resettable Simulator 35' [10.7 m]	22156	N/A	N/A	Black/Clear
Live Smart cartridge, 25' Training Simulator	22157	Compressed nitrogen ³	25'	Black/Blue

Specifications ⁴	Features
<ol style="list-style-type: none"> Housing: High impact black polymer Patent: U.S. 5,078,117 Estimated useful life: Approximately 5 years 	<ol style="list-style-type: none"> Compatible with the TASER X2 and X3 conducted electrical weapons (CEWs). The Inert cartridge (P.N. 22153) contains no wire, probes, or circuitry. Inert Resettable Simulator Smart cartridges contain no wires or probes. When inserted into an CEW, an inert resettable simulator cartridge and a training simulator range will display on the CEW's Central Information Display (CID). When the trigger switch is pulled, the corresponding cartridge will display on the CID as deployed. With <i>Inert Resettable Simulator</i> cartridges, the CID display will reset to undeployed after approximately 15 seconds. The Live Training Simulator cartridges contain non-conductive line and will not transmit electrical pulses to the probes. Drive-stun capability (when attached to CEW). Warning Arc capability (when attached to CEW). Non-reversible cartridge installation. Live Training Simulator cartridges include a shipping cover that prevents inadvertent damage during shipping or handling when not otherwise installed in the CEW.

Physical Characteristics ^{4,5}					
Model	Cartridge				Probe
	Length (L)	Height (H)	Width (W)	Weight	Length of probe point (L1)
22157	2.77" [7.04 cm]	2.15" [5.46 cm]	0.50" [1.27 cm]	1.44 oz [41 g]	0.25" [6.35 mm]
22153, 22155, 22156	2.77" [7.04 cm]	2.15" [5.46 cm]	0.50" [1.27 cm]	0.86 oz [24 g]	N/A



¹ Additional cartridge models may be available. Please contact a TASER International sales representative for more information.
² Actual wire length may exceed specified useable range.
³ The Material Safety Data Sheet (MSDS) related to nitrogen gas propelled cartridges is available upon request.
⁴ Product specifications may change without notice; actual product may vary from picture.
⁵ Dimensions and weights are for reference only. They do not include the shipping cover.





17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

February 27, 2015

Louisville/Jefferson County Metro Office of Management and Budget
Division of Purchasing
611 West Jefferson Street, Mezzanine Level
Louisville, Kentucky 40202

RE: EXCEPTIONS/DEVIATIONS TO RFP 3387

Please find below TASER International Inc.'s exceptions to the Louisville/Jefferson County RFP 3387. TASER International's acceptance is contingent upon the following section changes, additions or deletions. TASER International is open to further discussions regarding requested changes. TASER International reserve the right to negotiate the terms of the exemplar contract attached to the RFP so that the terms conform to the products/services offered.

- 1 **Section II – General Provisions, TERM 2.5 D:**
Bidder agrees to pay all costs for the return of rejected goods. Buyer is required to pay for shipment of goods to TASER International Inc. for replacement.

- 2 **Section IV – Hold Harmless Agreement and Indemnification Clause and Insurance Requirements, Hold Harmless and Indemnification Clause:**
The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including reasonable attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or willful omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment.

- 3 **Section V – General Specifications, Warranty:**
CEW in service less than 5 years, replacement cost should be % of full cost.



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www.TASER.com

- 4 **Signature Section – RENEWAL OPTION (Applicable only to Price Contracts):**
The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract. Each year unit prices may fluctuate based on material and transportation cost increase. Such increases shall not exceed four (4%) percent annually. Such fluctuations will be effective on the anniversary date of the contract effective date and will be acknowledge by Contractor and County in writing thirty (30) days in advance. if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

If you have any questions or concerns please feel free to contact me by email or by telephone.

Regards,

Anthony Coleman
Contracts & Compliance Manager
acoleman@taser.com - 480-463-2128



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2015 TASER® X2™ CEW Law Enforcement Pricing

Model	Product Description	Agency Price Including Shipping
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X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)

22002	Black X2 CEW	\$1,042.31 ea
22003	Yellow X2 CEW	\$1,042.31 ea

X2 Power Magazines (Choose one)

22010	Performance Power Magazine (PPM)	\$55.15 ea
22012	Tactical Performance Power Magazine (TPPM)	\$55.15 ea

X2 Power Magazine (Optional)

22011	Automatic Shut-Down Power Magazine (APPM)	\$66.64 ea
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Optional Accessories

X2 Holsters

22501	Holster, X2, Right Hand, Blackhawk!	\$66.64 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$66.64 ea

Customer Care Extended Warranty

22014	4-year Extended Warranty	\$318.25 ea
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TASER Assurance Plan (TAP)

85049	TAP CEW Annual Payment, X2	\$211.15 ea
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X2 Smart™ Cartridges**

22150	15' Live Smart Cartridge	\$29.85 ea
22151	25' Live Smart Cartridge	\$31.88 ea
22152	35' Live Smart Cartridge	\$33.09 ea
22155	Inert Simulator 25' Smart Cartridge	\$43.52 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$30.97 ea
33112	Alligator Clip Smart Cartridge	\$33.29 ea

TASER CAM™ HD Recorders

26810	TASER CAM HD	\$536.76 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$563.63 ea
26762	TASER CAM HD USB download kit	\$15.58 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$53.59 ea

X2 Dataport Download Kits

22013	Kit, Dataport Download, USB, X2	\$166.73 ea
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HOGUE® HANDALL™ Grips

22018	Grip, CEW, Hogue, packaged	\$15.43 ea
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Training Equipment

80004	Target, Conductive, 2-Part, Top and Bottom	\$26.97 ea
44550	TASER Simulation Suit	\$573.30 ea

**15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-991-0791.

Freight Policy: Freight is included in the unit prices above. All orders are shipped F.O.B. destination via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

BLACKHAWK! is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc.

Smart, TASER CAM, X2, and 'Protect Life' are trademarks of TASER International, Inc., and TASER, X3, X2 and Design, and Ⓢ are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.



TASER
PROTECT LIFE



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2015 TASER® X26P™ CEW Law Enforcement Pricing

Model	Product Description	Price Including Shipping
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X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)

11002	Black X26P CEW, class III LASER	\$910.75 ea
11003	Yellow X26P CEW, class III LASER	\$910.75 ea

X26P Power Magazines (Choose one)

22010	Performance Power Magazine (PPM)	\$55.15 ea
22012	Tactical Performance Power Magazine (TPPM)	\$55.15 ea
11010	eXtended Performance Power Magazine (XPPM)	\$64.26 ea

X26P Power Magazine (Optional)

22011	Automatic Shut-Down Performance Power Magazine (APPM)	\$66.64 ea
11015	eXtended Automatic Shut-Down Performance Power Magazine (XAPPM)	\$68.66 ea.

Optional Accessories

X26P Holsters

11501	Holster, X26P, Right Hand, Blackhawk!	\$53.89 ea
11504	Holster, X26P, Left Hand, Blackhawk!	\$53.89 ea

Customer Care Extended Warranty

11004	4-year Extended Warranty	\$277.95 ea
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TASER Assurance Plan (TAP)

85059	TAP CEW Annual Payment, X26P	\$190.55 ea
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TASER CAM™ HD Recorders

26810	TASER CAM HD	\$536.76 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$563.63 ea
26762	TASER CAM HD USB download kit	\$15.58 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$53.59 ea

Dataport Download Kits

22013	Kit, Dataport Download, USB	\$166.73 ea
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HOGUE HANDALL Grips

22018	Grip, CEW, Hogue, packaged	\$15.43 ea
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X26P Cartridges

34200	15' Field Use ¹	\$22.47 ea
44200	21' Field Use	\$24.54 ea
44203	25' XP™ Field Use	\$27.68 ea
44205	21' Non-Conductive Sim	\$23.88 ea
85000	Alligator Clip Cartridge	\$46.91 ea

Training Equipment

80004	Target, Conductive, 2-Part, Top and Bottom	\$26.97 ea
44550	Sim Suit, Model II	\$573.30 ea

¹ The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.



2015 TASER X26™ Accessories Law Enforcement Pricing

Model	Product Description	Agency Price Including Shipping
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X26 Power Magazines

26700	Digital Power Magazine (DPM)	\$37.24 ea
26701	eXtended Digital Power Magazine (XDPM)	\$42.45 ea
26702	Controlled Digital Power Magazine (CDPM)	\$58.09 ea
26703	CDPM Start Up Kit	\$199.67 ea

X26 Holsters

44952	Holster, X26, Right Hand, Blade-Tech	\$36.43 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$36.43 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$36.43 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$36.43 ea

Dataport Download Kit

26500	X26 Dataport Download Kit	\$166.73 ea
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TASER CAM, X26P, X26P and Design, X26, XP and 'Protect Life' are trademarks of TASER International, Inc., and TASER and © are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.



LOUISVILLE METRO REVENUE COMMISSION

Monday – Friday
8:00am - 5:00pm
Fax: 502-574-4818

PO Box 35410 • Louisville, KY 40232-5410
Telephone: 502-574-4860

617 W. Jefferson Street
Louisville, KY 40202
TDD:502-574-4811

TASER INTERNATIONAL INC
17800 N 85th St
Scottsdale, AZ 85255

February 26, 2015

Account Number: 209723

CERTIFICATE OF REGISTRATION

Thank you for applying for or re-establishing your Louisville Metro Revenue Commission's Tax Account Number. The Tax Account Number assigned to you is listed above. **Please retain this Certificate for future reference, as this account number must be written on all tax returns, payments, and correspondence submitted to this agency to assure accurate posting.**

Please be advised that your tax account must meet the following requirements:

1. An annual Occupational License Tax Return (Form OL-3) must be filed:
 - reporting any earned income in which occupational taxes are not withheld
 - regardless of your business' profit or loss, or
 - if there was no business activity during any year
2. If your business activity never begins in the Louisville Metro, KY, jurisdiction, written notification must be submitted stating so.
3. If your business activity ceases in the Louisville Metro, KY, jurisdiction, written notification must be submitted stating the date the activity ceased.
4. If you indicated on the Registration Application that you are an employer, occupational taxes must be withheld from your employees' wages and submitted to us quarterly with an Employer's Quarterly Return of Occupational License Fees Withheld (Form W-1), even if you did not have employees during a quarter.
5. There is no minimum earned income amount before you are liable for filing a tax return.
6. If your business structure changes, (e.g. sole proprietorship changes to partnership or corporation, etc), a Registration Application for a new Tax Account Number must be submitted. A final Form OL-3 must be filed for the former business' tax account as well.
7. Inform us of any changes that occur to your tax account information, such as mailing address, phone number, becoming an employer, etc.

If you have any questions, please contact Taxpayer Services at 502-574-4860.
Louisville Metro Revenue Commission

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
TASER International, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
17800 N. 85th Street

City, state, and ZIP code
Scottsdale, AZ 85255

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
8	6	-	0	7	4	1	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Carl F. Gehr* Date ▶ **2-27-2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.0
Release Date: 11/22/2013

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

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associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

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TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

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

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.


Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. The Agreement between you and us consists of this Agreement, your Request for Proposal Number 3387 ("RFP") and our response thereto ("Response"). The RFP and Response are attached hereto and fully incorporated herein as Attachments A and B, respectively. In the event of a conflict between the terms of this Agreement and either the RFP or Response, this Agreement shall control. In the event of a conflict between the terms of the RFP and the Response, the Response shall control.

These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Kentucky, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

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

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)**
(Effective March 12, 2014)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. **BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.**

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

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.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option.

Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

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. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does 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.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites.

² This warranty only applies to hardware.

³ A product's estimated useful life or expiration date may not be the product's warranty expiration date.

⁴ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

⁵ Broken blast doors are not covered under TASER's limited warranty.

⁶ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, GDPM, PPM, TTPM, APPM, XPPM, TPM, and

Shockwave Power Magazine modules; and the X-Rail mounting system.

⁷ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada) (Effective March 12, 2014)

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. 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 warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. 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. In no event will TASER 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, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including

any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not

been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. 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. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON Ilex™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, 'Protect Life' and 'Protect Truth' are trademarks of TASER International, Inc., and TASER® AXON® and ⚡ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.



**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You 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. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You 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 your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER.

TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for X2 CEWs, X26P CEWs, or TASER CAM HD recorders with your agency. TASER will provide notification to you

**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

that coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination.
2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made payments greater than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made payments less than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you 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.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers*, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, and the Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

X2, X26P, TASER CAM and © are trademarks of TASER International, Inc., and TASER is a trademark of TASER International, Inc., registered in the U.S.
All rights reserved. © 2014 TASER International, Inc.



TASER X2

Incorporates our most-requested features: backup shot, dual lasers, and warning arc.

CONTACT SALES (#SALES)

TASER X2



"All of our initial field uses of the X2 resulted in voluntary surrenders upon display of the warning arc... This was dramatically different than our previous experience with the X26."

Kevin Sailor
Westminster Police Department

A powerful 2-shot option for increased effectiveness.

Much like the shift from the revolver to the semi-automatic, the days of the single-shot electrical weapon will soon be a thing of the past. And with dual lasers, cross-connect, and a more accurate smart cartridge, the future of TASER technology has arrived in the form of

the X2. A dependable piece of law enforcement technology, the TASER X2 was developed with agencies' most requested features in mind, and includes features such as a backup shot and a warning arc to increase voluntary surrenders and protect life in the field.

TWICE THE CONFIDENCE

The TASER X2's backup shot removes any need to manually reload and improves safety and performance in the case of a missed shot or clothing disconnect.

Watch reload speed comparison

LASER-FOCUSED

Dual lasers eliminate any aiming guesswork and enhance accuracy by allowing the user to see exactly where the top and bottom probes will enter a target.

ARC OF JUSTICE

The warning arc increases voluntary surrenders and helps stop conflicts from escalating. It issues an audible warning directly over the front of live cartridges.

CROSS-CONNECT EFFECT

Cross-connect improves overall effectiveness by increasing the amount of electricity delivered throughout the muscle mass, resulting in a greater level of incapacitation without supplying an additional charge current.

SMART WEAPON, SMART CARTRIDGE

The static-resistant TASER smart cartridge is more accurate and durable than a standard cartridge, which increases reliability and lowers the risk of accidental discharge.



Commonwealth of Kentucky
Office of the Governor
Kentucky Office of Homeland Security



Law Enforcement Protection Program

This program is a joint collaboration between the Kentucky Office of Homeland Security and the Kentucky State Police.

KRS 16.220 establishes a fund within the Kentucky Office of Homeland Security to provide grants for body armor, firearms, ammunition, electronic-control devices, electronic-control weapons, electro-muscular disruption technology, and body-worn cameras to city, county, charter county, unified local government, urban-county and consolidated local government police departments, university safety and security departments organized pursuant to KRS 164.950; school districts that employ special law enforcement officers as defined in KRS 61.900; and sheriff's departments for sworn peace officers and service animals, as defined in KRS 525.010. First priority is given to providing and replacing body armor, second priority to providing firearms and ammunition. Residual funds available for the purchase of electronic control devices, electronic control weapons, electro-muscular disruption technology, and body-worn cameras.

Eligible items and maximum reimbursement rates:

- **Body Armor Vests** \$665 maximum per vest
(Tote carriers for vests are not reimbursable.)

No police or sheriff's department shall apply for a grant to replace existing body armor unless that body armor has been in actual use for a period of five (5) years or longer.

- **Duty Weapons/Firearms** Determined by quotes received by applicant.
- **Ammunition** Up to 500 rounds per weapon
(Determined by quotes received by applicant.)
- **Taser** \$869 per officer
(Includes taser and battery only.)
- **Taser Software Unit** \$159 maximum
(Limit of one unit per agency.)
- **Taser Cartridge** \$25 per cartridge maximum
(Maximum of two per taser.)
- **Body Cameras** \$355 maximum per body camera
(Costs related to training, peripheral equipment, video storage, and video retention for body cameras is not reimbursable.)

Accessories, shipping & handling fees, and freight charges for the above equipment are not eligible for reimbursement.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Axon Enterprise, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes;
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
17800 N. 85th Street

6 City, state, and ZIP code
Scottsdale, AZ 85255

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	6	-	0	7	4	1	2	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Karl Leberg* Date ▶ 4-7-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85235

AXON.COM

April 5, 2017

To whom it may concern:

On April 5th, 2017 TASER International, Inc. will change our corporate name to Axon Enterprise, Inc. Based on our evolution as a business over the last 23 years, as well as the continuously evolving needs of law enforcement, we see the future of policing as demanding a connected approach to technology. The Axon network of devices, apps and people *is* that connected approach, and is the natural umbrella for our expanded offerings today and in the future. We're very proud of the TASER weapons that remain an important part of the network, and that brand will live on as a product name.

Our remittance address will stay the same and the bank will honor checks payable to TASER International for a period of time. It would be advisable for your accounts payable department to make the change to Axon Enterprises, Inc. on your remittance checks at the earliest convenience.

Please direct inquiries regarding invoices and payments to Accounts Receivable via email at AR@axon.com. Please direct inquiries regarding the name change to Public Relations via email at PR@axon.com. We will be happy to update you on the name change and answer any questions you may have.

Sincerely,

Marie Masenga
Corporate Controller

Scanner DocId

IV policies

Aspen Specialty



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570057395970** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			028182385 <i>SIR applies per policy terms & conditions</i> <i>RETRO DATE IS 12/1/2004</i> <i>Retention \$ mil</i>	12/15/2014	12/15/2015	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Included MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: solicitation Number 3387. The Louisville-Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Louisville-Jefferson County Metro Government 611 West Jefferson Street Louisville KY 40202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

Certificate No : 570057395970

