

**Bid Tabulation Packet
for
Solicitation 06666-09**

Equipment, Law Enforcement, Electroshock Weapon



Collin County

Bid #06666-09 - Equipment, Law Enforcement, Electroshock Weapon

Creation Date Jun 16, 2009

End Date Jul 30, 2009 2:00:00 PM CDT

Start Date Jul 14, 2009 9:47:52 AM CDT

Awarded Date Not Yet Awarded

06666-09-1-01 Electroshock Weapon "right hand"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aardvark Tactical, Inc.	First Offer - \$800.95	1 / each	\$800.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: TI26024 Supplier Notes: Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.			
GT Distributors, Inc.	First Offer - \$814.95	1 / each	\$814.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Delivery After Receipt of Order (ARO): 45 Days			
TASER INTERNATIONAL, INC	 First Offer - \$814.95	1 / each	\$814.95	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Delivery After Receipt of Order (ARO): 30			

06666-09-1-02 Electroshock Weapon "left hand"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aardvark Tactical, Inc.	First Offer - \$800.95	1 / each	\$800.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: TI26324 Supplier Notes: Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.			
GT Distributors, Inc.	First Offer - \$814.95	1 / each	\$814.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Model No. 26324 Supplier Notes: Delivery After Receipt of Order (ARO): 45 Days			
TASER INTERNATIONAL, INC	 First Offer - \$814.95	1 / each	\$814.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Delivery After Receipt of Order (ARO): 30 Days			

06666-09-1-03 Extended Warranty-Four (4) Year					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aardvark Tactical, Inc.	First Offer - \$170.95	1 / each	\$170.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: TI26744 Supplier Notes: Please note that Part #TI26724 is no longer available. Above part number replaces old part number includes only a 4 year extended customer care warranty. Price quoted is 1st year pricing. Price will increase 10% each year.			
GT Distributors, Inc.	First Offer - \$184.95	1 / each	\$184.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

TASER INTERNATIONAL, INC.	 First Offer - \$184.95	1 / each	\$184.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

06666-09-1-04 Miscellaneous Items/Accessories					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - 0.00%	1 / each	0.00%		Y
Agency Product Code: Agency Notes:		Supplier Product Code: 0 Supplier Notes:			
Aardvark Tactical, Inc.	First Offer - 0.00%	1 / each	0.00%	Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: GSA Pricing does not offer any additional discount.			

06666-09-1-05 Air Cartridges					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aardvark Tactical, Inc.	First Offer - \$19.02	1 / each	\$19.02		Y
Agency Product Code: Agency Notes:		Supplier Product Code: T144200 Supplier Notes: Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.			
TASER INTERNATIONAL, INC.	 First Offer - \$20.95	1 / each	\$20.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Delivery After Receipt of Order (ARO): 30 days			
GT Distributors, Inc.	First Offer - \$33.91	1 / each	\$33.91		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Delivery After Receipt of Order (ARO): 45 Days			

06666-09-1-06 Equipment and/or Warranty Upgrade					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$184.95	1 / each	\$184.95		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: \$184.95 - 4 year extended warranty \$411.95 - Taser Cam Recording Equipment \$425.00 - Simulation Training Suit \$6.95 - Practice Targets \$59.95 - Maintenance & Cleaning Kit \$6.50 - Customer Laser Engraving			

Supplier Totals

GT Distributors, Inc.	\$2,033.71 (6/6 items)
Bid Contact William J Orr, Jr. txbids@gtdist.com Ph 800-252-8310 x231 Fax 800-480-5845	Address P.O. Box 16080 Austin, TX 78761
Qualifications SB TX	
Agency Notes:	Supplier Notes:
TASER INTERNATIONAL, INC.	\$1,835.80 (4/6 items)

Bid Contact - JAY KEHOE / CLAY WINN
JAYK@TASER.COM
 Ph 800-978-2737
 Fax 480-991-0791

Address 7860 EAST MCCLAIN DRIVE
 SUITE #2
 SCOTTSDALE, AZ 85260

Agency Notes:

Supplier Notes:

[Aardvark Tactical, Inc.](#)

\$1,791.87 (5/6 items)

Bid Contact Audrey Horstman
ahorstman@aardvarktactical.com
 Ph 800-997-3773
 Fax 626-609-3728

Address 1002 W. Tenth St.
 Azusa, CA 91702

Bid Notes Price quoted is 1st year pricing. Price will increase 10% each year.
 GSA Contract #GS-07F-8940D;
 Freight is FOB origin only per GSA Contract rules.
 No additional discounts will be offered on pricing.

Agency Notes:

Supplier Notes:

Price quoted is 1st year pricing. Price will increase 10% each year.
 GSA Contract #GS-07F-8940D;
 Freight is FOB origin only per GSA Contract rules.
 No additional discounts will be offered on pricing.

**

GT Distributors, Inc.

Bid Contact William J Orr, Jr.
txbids@gtdist.com
 Ph 800-252-8310 x231
 Fax 800-480-5845

Address P.O. Box 16080
 Austin, TX 78761

Qualifications SB TX

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
06666-09-1-01	Electroshock Weapon "right hand"	Supplier Product Code: Delivery After Receipt of Order (ARO): 45 Days	First Offer - \$814.95	1 / each	\$814.95		Y
06666-09-1-02	Electroshock Weapon "left hand"	Supplier Product Code: Model No. 26324 Delivery After Receipt of Order (ARO): 45 Days	First Offer - \$814.95	1 / each	\$814.95		Y
06666-09-1-03	Extended Warranty-Four (4) Year	Supplier Product Code:	First Offer - \$184.95	1 / each	\$184.95		Y
06666-09-1-04	Miscellaneous Items/Accessories	Supplier Product Code: 0	First Offer - 0.00%	1 / each	0.00%		Y
06666-09-1-05	Air Cartridges	Supplier Product Code: Delivery After Receipt of Order (ARO): 45 Days	First Offer - \$33.91	1 / each	\$33.91		Y
06666-09-1-06	Equipment and/or Warranty Upgrade	Supplier Product Code: \$184.95 - 4 year extended warranty \$411.95 - Taser Cam Recording Equipment \$425.00 - Simulation Training Suit \$6.95 -	First Offer - \$184.95	1 / each	\$184.95		Y

Practice
Targets
\$59.95 -
Maintenance
& Cleaning
Kit
\$6.50 -
Customer
Laser
Engraving

Supplier Total	\$2,033.71
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Supplier: **GT Distributors, Inc.**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. **45**

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

none

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located: **TX**

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage? Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company: **GT Distributors, Inc.**

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

**TX DPS
108 Denson Dr.,
Austin, TX 78752
Karl Leidy
512-424-5422**

**Fort Worth PD
1000 Calvert St.
Ft. Worth, TX 76107-9990
Dorcia Meador
817-871-6563**

**Garland Police Dept
1891 Forest Lane
Garland, TX 75042
John Spera
972-205-1640**

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offoror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offoror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offoror's failure to do so. Bidder/Offoror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	GT Distributors, Inc.
Street Address of Principal Place of Business	2545 Brockton Dr., Suite 100
City, State, Zip	Austin, TX 78758
Phone of Principal Place of Business	800-252-8310
Fax of Principal Place of Business	800-480-5845
E-mail Address of Representative	txbids@gtdist.com
Federal Identification Number	74-2339528
Date	04/15/09
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	Russell Faulkner
Authorized Representative Title	Bid/Contract Specialist
Signature (Required for paper bid submission)	Russell Faulkner

Supplier: **GT Distributors, Inc.**

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company **GT Distributors, Inc.**

Title of Officer **Bid/Contract Specialist**

Name of Officer **Russell Faulkner**

Date: **07/27/09**

Supplier: **GT Distributors, Inc.**

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette? Yes No

Plan Room? Yes No

Collin County Web-Site? Yes No

Facsimile or email from BidSync? Yes No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer? Yes No

Downloaded from Company Computer? Yes No

Requested a Copy from Collin County? Yes No

Other

Thank You,

Collin County Purchasing Department

Supplier: **GT Distributors, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <p>Vendor - GT Distributors, Inc.</p>
2	<p><input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>N/A</p>
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p>N/A</p>

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No

D. Describe each affiliation or business relationship.
N/A

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Russell Faulkner **07/27/09**
Signature of person doing business with the governmental entity Date

Adopted 11/02/2005

TASER INTERNATIONAL, INC

Bid Contact - JAY KEHOE / CLAY WINN
JAYK@TASER.COM
 Ph 800-978-2737
 Fax 480-991-0791

Address 7860 EAST MCCLAIN DRIVE
 SUITE #2
 SCOTTSDALE, AZ 85260

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
06666-09-1-01	Electroshock Weapon "right hand"	Supplier  Product Code: Delivery After Receipt of Order (ARO): 30	First Offer - \$814.95	1 / each	\$814.95	Y	Y
06666-09-1-02	Electroshock Weapon "left hand"	Supplier  Product Code: Delivery After Receipt of Order (ARO): 30 Days	First Offer - \$814.95	1 / each	\$814.95		Y
06666-09-1-03	Extended Warranty-Four (4) Year	Supplier  Product Code:	First Offer - \$184.95	1 / each	\$184.95		Y
06666-09-1-04	Miscellaneous Items/Accessories				No Bids		
06666-09-1-05	Air Cartridges	Supplier  Product Code: Delivery After Receipt of Order (ARO): 30 days	First Offer - \$20.95	1 / each	\$20.95		Y
06666-09-1-06	Equipment and/or Warranty Upgrade				No Bids		

TASER INTERNATIONAL, INC

Item: Electroshock Weapon "right hand"

Attachments

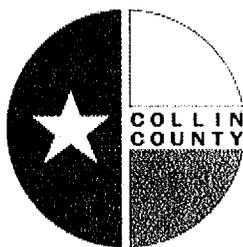
Tasers International Bid.pdf

RECEIVED
PURCHASING AGENT

09 JUL 22 AM 8:30

Solicitation 06666-09

Equipment, Law Enforcement, Electroshock Weapon



Collin County

Bid 06666-09 Equipment, Law Enforcement, Electroshock Weapon

Bid Number 06666-09
Bid Title Equipment, Law Enforcement, Electroshock Weapon

Bid Start Date Jul 14, 2009 9:47:52 AM CDT
Bid End Date Jul 30, 2009 2:00:00 PM CDT
Question & Answer End Date Jul 24, 2009 6:00:00 PM CDT

Bid Contact Leslie Harper
 Contract Administrator
 Collin County Purchasing
 972-548-4122
 lharper@co.collin.tx.us

Contract Duration 3 years
Contract Renewal Not Applicable
Prices Good for 90 days

Standard Disclaimer ***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***

Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments The intended use/purpose for this Invitation For Bid is to describe an electroshock weapon that uses electrical current to disrupt voluntary control of muscles to be used by Collin County Sheriff's Office, Detention Facility and Homeland Security personnel.

Item Response Form

Item 06666-09-1-01 - Electroshock Weapon "right hand"
Quantity 1 each
Unit Price 814.95
Delivery After Receipt of Order (ARO) 30 days
Delivery Location Collin County
No Location Specified

Qty 1

Description

X26E w/ Integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), Kit w/ Right Hand Holster, Taser International Model No. 26024, or Collin County approved equal.

X26E Yellow/Black grip plates w/ Blade-Tech Tek-Lok holster "right hand". Taser International Model No. 26024, or Collin County approved equal.

Item	06666-09-1-02 - Electroshock Weapon "left hand"
Quantity	1 each
Unit Price	<u>814.95</u>
Delivery After Receipt of Order (ARO)	<u>30 days</u>
Delivery Location	Collin County <u>No Location Specified</u>

Qty 1

Description

X26E w/ Integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), Kit w/ Right Hand Holster, Taser International Model No. 26024, or Collin County approved equal.

X26E Yellow/Black grip plates w/ Blade-Tech Tek-Lok holster "left hand". Taser International Model No. 26324, or Collin County approved equal.

Item	06666-09-1-03 - Extended Warranty-Four (4) Year
Quantity	1 each
Unit Price	<u>184.95</u>
Delivery Location	Collin County <u>No Location Specified</u>

Qty 1

Description

Extended Warranty Batteries XDPM, XDPM with four (4) year extended warranty *195 5-second firings at room temperature, Taser International Model No. ~~26724~~, or Collin County approved equal.

26744

Item	06666-09-1-04 - Miscellaneous Items/Accessories
Quantity	1 each
Percentage	<u> </u> - see attached quote sheet
Delivery Location	Collin County <u>No Location Specified</u>

Qty 1

Description

Miscellaneous Items/Accessories such as holsters, digital power magazines, controlled digital power magazine, air cartridges, and other accessories not listed herein.

Collin County is requesting the bidder to provide a percentage discount off the current published catalog price for items not listed herein. Collin County will evaluate miscellaneous items/accessories not listed herein using the bidder's

current catalog and submitted percent discount off. Bidder shall attach to his bid, and it shall become apart of the bid and subsequent contract, a current catalog(s)/price list/pricing schedule of misc. items/accessories available to Collin County, to which the percentage discount shall be applied. The net pricing to Collin County (catalog price less offered discount) shall be consistent throughout the contract period. Any catalog pricing change shall reflect increases/decreases as reflected in the current catalog(s) at time of the annual anniversary date and the percentage discount shall remain in effect. Substitutions for item(s) shall be of equal quality and pricing shall be at same price as catalog item(s).

The purpose of the discount is to allow Collin County to purchase any item in the manufacturer's catalog at the discounted price.

Item	06666-09-1-05 - Air Cartridges
Quantity	1 each
Unit Price	<u>20.95</u>
Delivery After Receipt of Order (ARO)	<u>30 days</u>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

21 ft. (6.4m) Silver Blast Door/Field Use, Taser International, Inc., Model No. 44200, or Collin County approved equal.

Item	06666-09-1-06 - Equipment and/or Warranty Upgrade
Quantity	1 each
Unit Price	<u>N/A</u>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

Collin County requests details for any available upgrades to equipment and/or warranty.

IFB NO. 06666-09



COLLIN COUNTY, TEXAS

**INVITATION FOR BIDS
EQUIPMENT, LAW ENFORCEMENT, ELECTROSHOCK WEAPON**

SUBMIT BIDS TO:

**Collin County Purchasing
Attn: Leslie Harper
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071**

****NOTE:**

All correspondence must include suite number to assist in proper delivery.**

SUBMIT NO LATER THAN:

**2:00 P.M., Thursday,
July 30, 2009**

MARK ENVELOPE:

**IFB No. 06666-09
EQUIPMENT, LAW
ENFORCEMENT,
ELECTROSHOCK WEAPON**

***ALL SUBMITTALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT
BEFORE RECEIVING DATE AND TIME***

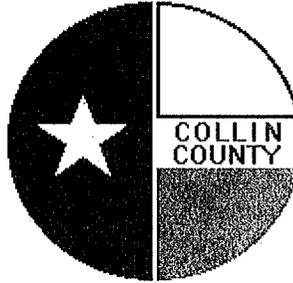
If offeror does not wish to submit bids at this time, please submit a "NO OFFER" by the same time and at the same location as stated above and state the reasons for such.

Offerors must submit this IFB, their response, the signature page, and all additional documents. It is requested that offeror provide one (1) original and Four (4) copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit firm's qualifications.

Negotiations should begin not more than fourteen (14) days after receiving date.

Collin County is always conscious and extremely appreciative of your time and effort in the preparing of this information. Requests for information/clarification should be directed to:

Leslie Harper
Contract Administrator
Purchasing Department
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071
Telephone: 972/548-4122 or;
Metro: 972/424-1460 ext. 4122
Facsimile: 972/548-4694



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Equipment, Law Enforcement, Electroshock Weapon, IFB No. 06666-09.

4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe an electroshock weapon that uses electrical current to disrupt voluntary control of muscles to be used by Collin County Sheriff's Office, Detention Facility and Homeland Security personnel.

4.3 Term: Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Collin County Purchasing. At Collin County's option and approval by the vendor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options.

4.3.1 Renewal Options: Collin County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as a change order to this contract and such change order shall be executed by both parties. The awarded vendor, for good cause, upon ninety (90) days prior written notice, may cancel the contract. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, and thirty-six (36) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.7 Delivery/Completion/Response Time: Vendor shall state delivery time after receipt of order (ARO). Location of delivery shall be stated on each purchase order. Delivery shall be included in the bid price. Delivery time will be an evaluation factor when awarding this bid.

4.8 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.9 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.

4.10 Descriptive Literature: Each bidder is requested to submit with this bid FIVE (5) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Invitation For Bid may result in rejection of the bid or that part of the bid.

4.11 Approximate Usage: Collin County anticipates the purchase of approximately fifty (50) units initially. Future year purchases will be based on budget allowances. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.

4.13 Specifications:

4.13.1 X26E w/ Integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), Kit w/ Right Hand Holster, Taser International Model No. 26024, or Collin County approved equal.

4.13.1.1 X26E Yellow/Black grip plates w/Blade-Tech Tek-Lok holster "right hand". Taser International Model No. 26024, or Collin County approved equal.

4.13.1.2 X26E Yellow/Black grip plates w/ Blade-Tech Tek-Lok holster "left hand". Taser International Model No. 26324, or Collin County approved equal.

4.13.1.3 Extended Warranty Batteries XDPM, XDPM with four (4) year extended warranty *195 5-second firings at room temperature, Taser International Model No. 26724, or Collin County approved equal.

4.13.1.4 Various Accessories such as holsters, digital power magazines, controlled digital power magazine, air cartridges, and other accessories not listed herein.

4.13.2 Collin County is also requesting the bidder to provide a percentage discount off the current published catalog price for items not listed herein. Collin County will evaluate miscellaneous items not listed herein using the bidder's current catalog and submitted percent discount off. Bidder shall attach to his bid, and it shall become apart of the bid and subsequent contract, a current catalog(s)/price list/pricing schedule of miscellaneous items/accessories available to Collin County, to which the percentage discount shall be applied. The net pricing to Collin County (catalog price less offered discount) shall be consistent throughout the contract

period. Any catalog pricing change shall reflect increases/decreases as reflected in the current catalog(s) at time of the annual anniversary date and the percentage discount shall remain in effect. Substitutions for item(s) shall be of equal quality and pricing shall be at same price as catalog item(s).

- 4.13.3 Collin County requests details for any available upgrades to equipment and/or warranty.
- 4.13.4 The purpose of the discount is to allow Collin County to purchase any item in the manufacturer's catalog at the discounted price.
- 4.13.5 Successful bidder shall furnish three (3) additional catalogs/product schedule including current list prices upon award of this contract. New catalogs/product schedule, if applicable, will be provided at the anniversary date.
- 4.13.6 Substitutions for item(s) shall be of equal quality and pricing shall be at same price as catalog item(s). The County shall have final approval of any substituted items prior to substitutions being made.
- 4.13.7 Collin County reserves the right to pick up necessary items when needed for various situations, (i.e. emergency repairs or unanticipated needs).
- 4.13.8 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. 30

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

AZ

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:

Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

- Sole Proprietorship Yes No
- General Partnership Yes No
- Limited Partnership Yes No
- Corporation Yes No
- Other Yes No

List Legal Names in Company:

[Empty text box for listing legal names]

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

- El Paso PD, TX
- Houston PD, TX
- Dallas PD, TX

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	TASER International
Street Address of Principal Place of Business	17800 N. 85th Street
City, State, Zip	Scottsdale, AZ 85255
Phone of Principal Place of Business	800-978-2737
Fax of Principal Place of Business	480-991-0791
E-mail Address of Representative	jhorn@taser.com
Federal Identification Number	86-0741227
Date	07/17/09
Acknowledgement of Addenda	#1 <input checked="" type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input checked="" type="checkbox"/> #5 <input checked="" type="checkbox"/> #6 <input checked="" type="checkbox"/>
Authorized Representative Name	John Horn
Authorized Representative Title	Inside Sales Manager
Signature (Required for paper bid submission)	<i>John Horn</i>

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company | TASER International Inc.
Title of Officer | Inside Sales Manager
Name of Officer | John Horn
Date: | 7/17/09

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Plan Room?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Collin County Web-Site?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Facsimile or email from BidSync?	<input checked="" type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Other _____				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Downloaded from Company Computer?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Requested a Copy from Collin County?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Other _____				

Thank You,

Collin County Purchasing Department

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

John Horn

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

[Empty text area for question 3 with scroll bars]

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

[Empty text area for question 4 with scroll bars]

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

[Empty text box for describing affiliations]

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

Question and Answers for Bid #06666-09 - Equipment, Law Enforcement, Electroshock Weapon

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 24, 2009 6:00:00 PM CDT



2009 TASER International X26 Quote / Order Form

17800 N 85th St Scottsdale, AZ 85255
 Phone 480.991.0797 * 800.978.2737 * Fax 480.991.0791 * www.TASER.com

5/11/09 7:46 AM

TASER Contact: John Horn
E-mail: jhorn@taser.com

Agency: Collin County
Contact: Leslie Harper

Billing Address: 2300 Bloomdale Rd, Suite 3160. McKinney, TX 75071

Shipping Address: 2300 Bloomdale Rd, Suite 3160. McKinney, TX 75071

(No PO Boxes)

Phone Number:

Fax Number:

E-mail:

Notes:

Qty	Model	Description	Price	Extended Price
X26E w/ Integrated laser sight, low-intensity lights, Digital Power Magazine (DPM), kit w/ Right Hand Holster				
	26011	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
	26014	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
	26026	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
	26023	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
	26020	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
	26017	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$809.95	\$0.00
X26E w/ Integrated laser sight, low-intensity lights, Digital Power Magazine (DPM), kit w/ Left Hand Holster				
	26311	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
	26314	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
	26326	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
	26323	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
	26320	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
	26317	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$809.95	\$0.00
X26E w/ Integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), kit w/ Right Hand Holster.				
	26012	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$0.00
	26015	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$0.00
	26027	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$0.00
2	26024	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$1,629.90
	26021	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$0.00
	26018	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$814.95	\$0.00
X26E w/ Integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), kit w/ Left Hand Holster.				
	26312	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
	26315	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
	26327	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
	26324	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
	26321	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
	26318	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$814.95	\$0.00
Holsters				
	44952	Blade-Tech® Short hood w/ Tek-Lok® holster *Right Hand	\$49.95	\$0.00
	44953	Blade-Tech® Short hood w/ Tek-Lok® holster *Left Hand	\$49.95	\$0.00
	44865	Blade-Tech® Short hood w/ Roto Lock® holster *Right Hand	\$58.95	\$0.00
	44868	Blade-Tech® Short hood w/ Roto Lock® holster *Left Hand	\$58.95	\$0.00
	44866	Blade-Tech® Long hood w/ Roto Lock® holster *Right Hand	\$58.95	\$0.00
	44867	Blade-Tech® Long hood w/ Roto Lock® holster *Left Hand	\$58.95	\$0.00
	44964	Roto Lock® clip, Kit *Blade-Tech® holsters only	\$15.99	\$0.00
	44920	Blade-Tech® Thigh holster w/ Dual Cartridge holder *Right Hand	\$79.95	\$0.00
	44921	Blade-Tech® Thigh holster w/ Dual Cartridge holder *Left Hand	\$79.95	\$0.00
	44922	Blade-Tech® Paddle holster w/ Single Cartridge Pouch *Right Hand	\$59.95	\$0.00
	44923	Blade-Tech® Paddle holster w/ Single Cartridge Pouch *Left Hand	\$59.95	\$0.00
	44924	Blade-Tech® Tek-Lok® holster w/ Dual Cartridge Pouch *Right Hand	\$69.95	\$0.00
	44925	Blade-Tech® Tek-Lok® holster w/ Dual Cartridge Pouch *Left Hand	\$69.95	\$0.00
	44926	Blade-Tech® Tek-Lok® holster w/ Single Cartridge Pouch *Right Hand	\$59.95	\$0.00
	44927	Blade-Tech® Tek-Lok® holster w/ Single Cartridge Pouch *Left Hand	\$59.95	\$0.00
	44928	Blade-Tech® Paddle holster *Right Hand	\$49.95	\$0.00
	44929	Blade-Tech® Paddle holster *Left Hand	\$49.95	\$0.00
	44936	Blade-Tech® holster w/ 3" Belt Attachment Clip *Right Hand	\$49.95	\$0.00
	44937	Blade-Tech® holster w/ 3" Belt Attachment Clip *Left Hand	\$49.95	\$0.00
	44938	Blade-Tech® holster w/ 3" Belt Attachment Clip and Single Cartridge Pouch *Right Hand	\$59.95	\$0.00
	44939	Blade-Tech® holster w/ 3" Belt Attachment Clip and Single Cartridge Pouch *Left Hand	\$59.95	\$0.00
	44940	Blade-Tech® holster w/ 3" Belt Attachment Clip and Dual Cartridge Pouch *Right Hand	\$69.95	\$0.00
	44941	Blade-Tech® holster w/ 3" Belt Attachment Clip and Dual Cartridge Pouch *Left Hand	\$69.95	\$0.00
	44933	Blade-Tech® Single Cartridge Pouch Attachment *Attaches to Blade-Tech® holsters	\$19.95	\$0.00
	44934	Blade-Tech® Single Cartridge Pouch w/ Tek-Lok® Belt Attachment Clip	\$19.95	\$0.00
	44935	Blade-Tech® Dual Cartridge Pouch w/ Tek-Lok® Belt Attachment Clip	\$29.95	\$0.00
	44962	Blade-Tech® Thigh holster Attachment w/ Dual Cartridge holder *Non Quick Release / Right Hand	\$29.95	\$0.00
	44963	Blade-Tech® Thigh holster Attachment w/ Dual Cartridge holder *Non Quick Release / Left Hand	\$29.95	\$0.00
	26899	Tek-Lok® Belt Attachment Clip *Can be attached to Blade-Tech® holsters	\$8.95	\$0.00
	44932	Blade-Tech® 3" Belt Attachment Clip	\$8.95	\$0.00
	26802	Dual Cartridge holder w/o Tek-Lok® Belt Attachment Clip	\$19.95	\$0.00
	26804	Quad Cartridge holder w/ Tek-Lok® Belt Attachment Clip	\$39.95	\$0.00
Digital Power Magazine				
	26700	DPM - Digital Power Magazine *195 5-second firings at room temp	\$32.95	\$0.00
	26701	XDPM - Extended Digital Power Magazine *195 5-second firings at room temp	\$37.95	\$0.00

Qty	Model	Description	Price	Extended Price
Extended Warranty Digital Power Magazine				
	26711	DPM with one year extended warranty *195 5-second firings at room temp	\$84.95	\$0.00
	26714	DPM with four year extended warranty *195 5-second firings at room temp	\$179.95	\$0.00
	26721	XDPM with one year extended warranty *195 5-second firings at room temp	\$89.95	\$0.00
	26724	XDPM with four year extended warranty *195 5-second firings at room temp	\$184.95	\$0.00
Customer Care Extended Warranty (no battery included)				
	26730	One year extended customer care warranty	\$89.95	\$0.00
1	26744	Four year extended customer care warranty	\$184.95	\$184.95
Controlled Digital Power Magazine				
	26702	CDPM - Controlled Digital Power Magazine *Adds disconnect / deactivate safety feature to X26E	\$49.95	\$0.00
	26703	CDPM Start-Up Kit *Includes 1-Configure DPM, 1-Deconfigure DPM, 1-CDPM, and Carry case	\$175.00	\$0.00
Accessories				
	26750	TASER CAM™ Audio/Video Recording for Enhanced Accountability (United States)	\$411.95	\$0.00
	26751	TASER CAM™ Audio/Video Recording for Enhanced Accountability (Continental Europe)	\$411.95	\$0.00
	26752	TASER CAM™ Audio/Video Recording for Enhanced Accountability (Great Britain)	\$411.95	\$0.00
	26753	TASER CAM™ (United States) *Disabled Audio Recording	\$411.95	\$0.00
	26737	TASER CAM™ USB Download Kit *No charge item	N/C	N/C
	85001	X-Rail - Rifle Attachment Clip *Mounts X26 to Picatinny Rail / For X26E only	\$129.95	\$0.00
	26500	X26E USB Dataport Download Kit *Windows® 98se, NT, 2000, XP compatible	\$159.95	\$0.00
	80002	Practice Target *Single Target / Training Use	\$6.95	\$0.00
	85002	M26/X26 Maintenance and Cleaning Kit	\$59.95	\$0.00
	85000	Air Cartridge w/ alligator clips *Training Use	\$45.00	\$0.00
	44550	TASER® Simulation Training Suit *For scenario based training exercises / New and improved	\$425.00	\$0.00
	80100	Custom Laser Engraving *For M26 and X26 handles / Minimum order quantity of 10	\$6.50	\$0.00
Air Cartridges				
	34200	15ft (4.57m) *Yellow Blast Door / Training Use	\$18.95	\$0.00
1	44200	21ft (6.4m) *Silver Blast Door / Field Use	\$20.95	\$20.95
	44203	25ft (7.62m) XP (Extra Penetration) *Green Blast Door / Field Use	\$23.95	\$0.00
	44206	35ft (10.67m) XP (Extra Penetration) *Non-Reversible / Orange Blast Door / Tactical Field Use	\$29.95	\$0.00
	44205	21ft (6.4m) Non-Conductive Simulation *Blue/Blue Blast Door / Training Use	\$19.97	\$0.00
TASER® Apparel				
	44531	Classic Polo Shirt *Black / Size Small / Short Sleeve	\$34.95	\$0.00
	44532	Classic Polo Shirt *Black / Size Medium / Short Sleeve	\$34.95	\$0.00
	44533	Classic Polo Shirt *Black / Size Large / Short Sleeve	\$34.95	\$0.00
	44534	Classic Polo Shirt *Black / Size X Large / Short Sleeve	\$34.95	\$0.00
	44603	Classic Polo Shirt *Black / Size 2X Large / Short Sleeve	\$37.95	\$0.00
	44535	X26 T-shirt *Black / Size Small / Short Sleeve	\$15.95	\$0.00
	44536	X26 T-shirt *Black / Size Medium / Short Sleeve	\$15.95	\$0.00
	44537	X26 T-shirt *Black / Size Large / Short Sleeve	\$15.95	\$0.00
	44538	X26 T-shirt *Black / Size X Large / Short Sleeve	\$15.95	\$0.00
	44604	X26 T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95	\$0.00
	44539	TASER CAM™ T-shirt *Black / Size Small / Short Sleeve	\$15.95	\$0.00
	44541	TASER CAM™ T-shirt *Black / Size Medium / Short Sleeve	\$15.95	\$0.00
	44542	TASER CAM™ T-shirt *Black / Size Large / Short Sleeve	\$15.95	\$0.00
	44543	TASER CAM™ T-shirt *Black / Size X Large / Short Sleeve	\$15.95	\$0.00
	44605	TASER CAM™ T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95	\$0.00
	44551	Warning Label T-shirt *Black / Size Small / Short Sleeve	\$15.95	\$0.00
	44552	Warning Label T-shirt *Black / Size Medium / Short Sleeve	\$15.95	\$0.00
	44553	Warning Label T-shirt *Black / Size Large / Short Sleeve	\$15.95	\$0.00
	44554	Warning Label T-shirt *Black / Size X Large / Short Sleeve	\$15.95	\$0.00
	44606	Warning Label T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95	\$0.00
	44607	Don't TASE Me Bro T-Shirt *Black / Size Small / Short Sleeve	\$15.95	\$0.00
	44608	Don't TASE Me Bro T-Shirt *Black / Size Medium / Short Sleeve	\$15.95	\$0.00
	44609	Don't TASE Me Bro T-Shirt *Black / Size Large / Short Sleeve	\$15.95	\$0.00
	44610	Don't TASE Me Bro T-Shirt *Black / Size X Large / Short Sleeve	\$15.95	\$0.00
	44611	Don't TASE Me Bro T-Shirt *Black / Size 2X Large / Short Sleeve	\$16.95	\$0.00
	44517	Adjustable Fit Hat *Black / One size fits most	\$15.95	\$0.00
	44625	Tactical Bag *Black w/ TASER® embroidery	\$69.97	\$0.00

Enter Tax Rate *For AZ, CA, HI, and WA ONLY	0.00%
Sub Total	\$1,835.80
S & H	\$200.00
Tax	\$0.00
Grand Total	\$2,035.80

Purchase Order #:
 Credit Card Type:
 Name on Card:
 Credit Card #:
 Expiration Date:
 Verification Code:
 Signature:
 Today's Date:

Signature authorization allows Quotation to be processed as an order

The attached TASER Sales Terms and Conditions are essential terms and conditions of this Quotation. Acceptance of this Quotation by a Company purchase order is expressly limited to the terms and conditions of this Quotation. Any term or condition of a Company purchase order that is inconsistent or in conflict with the TASER Sales Terms and Conditions are rejected and shall be deemed null and void.

Taxes if applicable must be impounded and paid by the purchaser.

Terms: Net 30 upon credit approval.

Delivery: 4-6 weeks after receipt of order. FOB TASER's Facility Scottsdale, AZ Via Common Carrier.

TASER International FIN # 860741227.

FAX Orders to 480-991-0791 to expedite delivery. **QUOTATION VALID FOR 90 DAYS.**

TASER International, Inc.'s Sales Terms and Conditions
Direct Sales to End User Purchasers (applies to all direct purchases by internet or phone) (Effective May 11, 2009)

These Sales Terms and Conditions (the "Agreement") apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. 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 unless agreed to in writing by an authorized officer of TASER.

All Sales Are Final. All sales are final and no refunds are allowed.

AFID Registration. For the M26, X26, X26C, and TASER cartridges, you must complete and return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER Product. Failure to promptly return the AFID registration card may void any TASER warranty.

Final Sales. All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

Return Policies; Exchanges for TASER Citizen Products. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below: **15-Day Return Period for Certain Devices, Cartridges and Accessories:** The TASER C2 device, X26C device, TASER cartridges for citizen products, and accessories for citizen 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. For a TASER C2 device to qualify under the 15-day return policy it must not be activated and no attempted activation may have been made. Any product returned to TASER without prior authorization from TASER will be considered an unauthorized return, and the customer will not receive credit for the product and TASER will not ship the product back to you. TASER will not accept any exchanges or returns of TASER C2 devices that have been activated or where activation was attempted.

Restocking Fees: Unless the product is defective or the return is a direct result of a TASER error, TASER may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax. **How to Return a Product:** Before returning a product, you must first contact TASER customer service and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. TASER will not accept returns without a RMA number. See the Product warranty, www.TASER.com/support, or contact TASER at 800-418-9283 or +1.480.905.2000 (for international callers) for information on how to obtain an RMA number. NOTE: You must ship the product to TASER within 5 days of the date that TASER issues the RMA number as follows:

- ship back all products you are seeking to return to TASER and for which you received a RMA number. 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;
- return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment;
- place the RMA number on the outside of the package;
- include proof of purchase of the product (receipt, purchase order, or invoice); and
- include your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, TASER will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

If you fail to follow the return or exchange instructions and policies provided by TASER, TASER is not responsible for Product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Payment Terms. Terms of payment are within TASER's sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

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

Shipping; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

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

Not For Resale or Export. You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping TASER Products out of the United States is restricted by U.S. federal law and neither the TASER 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 TASER.

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 including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website (www.TASER.com) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER Products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty; Exclusions and Limitations; Release. See TASER's website (www.TASER.com) for warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty 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 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 TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the 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 by Buyer for the product, notwithstanding third party purchases. 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 the 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. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless 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. Buyer 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 Buyer for or on behalf of a third party.

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

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products 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.

Entire Agreement. These Sales Terms and Conditions 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 are intended to be discharged or nullified.

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

C2, M26, X26, X26C, "Protect Truth," "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. © 2009 TASER International, Inc.

Supplier: **TASER INTERNATIONAL, INC**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Limited Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Corporation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

List Legal Names in
Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	

E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

Supplier: **TASER INTERNATIONAL, INC**

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

Supplier: **TASER INTERNATIONAL, INC**

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Plan Room?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Collin County Web-Site?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Facsimile or email from BidSync?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Downloaded from Company Computer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Requested a Copy from Collin County?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Other

Thank You,

Collin County Purchasing Department

Supplier: **TASER INTERNATIONAL, INC**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity _____ Date _____

Adopted 11/02/2005

Aardvark Tactical, Inc.

Bid Contact Audrey Horstman
ahorstman@aardvarktactical.com
 Ph 800-997-3773
 Fax 626-609-3728

Address 1002 W. Tenth St.
 Azusa, CA 91702

Bid Notes Price quoted is 1st year pricing. Price will increase 10% each year.
 GSA Contract #GS-07F-8940D;
 Freight is FOB origin only per GSA Contract rules.
 No additional discounts will be offered on pricing.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
06666-09-1-01	Electroshock Weapon "right hand"	Supplier Product Code: T126024 Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.	First Offer - \$800.95	1 / each	\$800.95	Y
06666-09-1-02	Electroshock Weapon "left hand"	Supplier Product Code: T126324 Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.	First Offer - \$800.95	1 / each	\$800.95	Y
06666-09-1-03	Extended Warranty-Four (4) Year	Supplier Product Code: T126744 Please note that Part #T126724 is no longer available. Above part number replaces old part number includes only a 4 year extended customer care warranty. Price quoted is 1st year pricing. Price will increase 10% each year.	First Offer - \$170.95	1 / each	\$170.95	Y

06666-09-1-04	Miscellaneous Items/Accessories	Supplier Product Code: GSA Pricing does not offer any additional discount.	First Offer - 0.00%	1 / each	0.00%	Y	Y
06666-09-1-05	Air Cartridges	Supplier Product Code: T144200 Delivery After Receipt of Order (ARO): 30 Price quoted is 1st year pricing. Price will increase 10% each year.	First Offer - \$19.02	1 / each	\$19.02		Y
06666-09-1-06	Equipment and/or Warranty Upgrade					No Bids	

Aardvark Tactical, Inc.

Item: Miscellaneous Items/Accessories

Attachments

Taser Federal Pricing-2009.docx



2009 FEDERAL Distributor Pricing – X26E

Model	Product Description	Federal GSA Price	MSRP / Individual Officer Price
26011	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea
26014	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea
26026	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea
26023	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea
26020	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea
26017	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$795.95 ea	\$909.95 ea

X26E w/ integrated laser sight, low-intensity lights, Digital Power Magazine (DPM), kit w/ Left Hand Holster

26311	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea
26314	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea
26326	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea
26323	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea
26320	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea
26317	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$795.95 ea	\$909.95 ea

X26E w/ integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), kit w/ Right Hand Holster

26012	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea
26015	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea
26027	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea
26024	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea
26021	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea
26018	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Right Hand	\$800.95 ea	\$914.95 ea

X26E w/ integrated laser sight, low-intensity lights, Extended Digital Power Magazine (XDPM), kit w/ Left Hand Holster

26312	X26E Black / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea
26315	X26E Black / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea
26327	X26E Yellow / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea
26324	X26E Yellow / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea
26321	X26E Clear / Silver grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea
26318	X26E Clear / Black grip plates w/ Blade-Tech® Tek-Lok® holster *Left Hand	\$800.95 ea	\$914.95 ea

Holsters

44952	Blade-Tech® Short hood w/ Tek-Lok® holster * Right Hand	\$47.95 ea	\$59.95 ea
44953	Blade-Tech® Short hood w/ Tek-Lok® holster * Left Hand	\$47.95 ea	\$59.95 ea
44865	Blade-Tech® Short hood w/ Roto Lock® holster * Right Hand	\$57.95 ea	\$68.95 ea
44868	Blade-Tech® Short hood w/ Roto Lock® holster* Left Hand	\$57.95 ea	\$68.95 ea
44866	Blade-Tech® Long hood w/ Roto Lock® holster * Right Hand	\$57.95 ea	\$68.95 ea
44867	Blade-Tech® Long hood w/ Roto Lock® holster * Left Hand	\$57.95 ea	\$68.95 ea
44964	Roto Lock® clip, Kit *Blade-Tech® holsters only*	\$14.99 ea	\$20.99 ea
44920	Blade-Tech® Thigh holster w/ Dual Cartridge holder *Right Hand	\$77.95 ea	\$89.95 ea
44921	Blade-Tech® Thigh holster w/ Dual Cartridge holder *Left Hand	\$77.95 ea	\$89.95 ea
44922	Blade-Tech® Paddle holster w/ Single Cartridge Pouch *Right Hand	\$57.95 ea	\$69.95 ea
44923	Blade-Tech® Paddle holster w/ Single Cartridge Pouch *Left Hand	\$57.95 ea	\$69.95 ea
44924	Blade-Tech® Tek-Lok® holster w/ Dual Cartridge Pouch *Right Hand	\$67.95 ea	\$79.95 ea
44925	Blade-Tech® Tek-Lok® holster w/ Dual Cartridge Pouch *Left Hand	\$67.95 ea	\$79.95 ea
44926	Blade-Tech® Tek-Lok® holster w/ Single Cartridge Pouch *Right Hand	\$57.95 ea	\$69.95 ea
44927	Blade-Tech® Tek-Lok® holster w/ Single Cartridge Pouch *Left Hand	\$57.95 ea	\$69.95 ea
44928	Blade-Tech® Paddle holster *Right Hand	\$47.95 ea	\$59.95 ea
44929	Blade-Tech® Paddle holster *Left Hand	\$47.95 ea	\$59.95 ea
44936	Blade-Tech® holster w/ 3" Belt Attachment Clip *Right Hand	\$47.95 ea	\$59.95 ea
44937	Blade-Tech® holster w/ 3" Belt Attachment Clip *Left Hand	\$47.95 ea	\$59.95 ea
44938	Blade-Tech® holster w/ 3" Belt Attachment Clip and Single Cartridge Pouch *Right Hand	\$57.95 ea	\$69.95 ea
44939	Blade-Tech® holster w/ 3" Belt Attachment Clip and Single Cartridge Pouch *Left Hand	\$57.95 ea	\$69.95 ea
44940	Blade-Tech® holster w/ 3" Belt Attachment Clip and Dual Cartridge Pouch *Right Hand	\$67.95 ea	\$79.95 ea
44941	Blade-Tech® holster w/ 3" Belt Attachment Clip and Dual Cartridge Pouch *Left Hand	\$67.95 ea	\$79.95 ea
44933	Blade-Tech® Single Cartridge Pouch Attachment *Attaches to Blade-Tech® holsters	\$19.95 ea	\$29.95 ea
44934	Blade-Tech® Single Cartridge Pouch w/ Tek-Lok® Belt Attachment Clip	\$19.95 ea	\$29.95 ea
44935	Blade-Tech® Dual Cartridge Pouch w/ Tek-Lok® Belt Attachment Clip	\$27.95 ea	\$39.95 ea
44962	Blade-Tech® Thigh holster Attachment w/ Dual Cartridge holder *Non Quick Release/ Right Hand	\$27.95 ea	\$39.95 ea

44963	Blade-Tech® Thigh holster Attachment w/ Dual Cartridge holder *Non Quick Release / Left Hand	\$27.95 ea	\$39.95 ea
26899	Tek-Lok® Belt Attachment Clip *Can be attached to Blade-Tech® holsters	\$8.50 ea	\$11.95 ea
44932	Blade-Tech® 3" Belt Attachment Clip	\$8.50 ea	\$11.95 ea
26802	Dual Cartridge holder w/o Tek-Lok® Belt Attachment Clip	\$18.95 ea	\$24.95 ea
26804	Quad Cartridge holder w/ Tek-Lok® Belt Attachment Clip	\$37.95 ea	\$49.95 ea
Model	Product Description	Federal GSA Price	MSRP / Individual Officer Price

Digital Power Magazine

26700	DPM – Digital Power Magazine *195 5-second firings at room temp	\$28.95 ea	\$37.95 ea
26701	XDPM – Extended Digital Power Magazine *195 5-second firings at room temp	\$33.20 ea	\$42.95 ea

Customer Care Extended Warranty (no battery included)

26730	One year extended customer care warranty	\$80.70 ea	\$99.95 ea
26744	Four year extended customer care warranty	\$170.95 ea	\$209.95 ea

Controlled Digital Power Magazine

26702	CDPM - Controlled Digital Power Magazine *Adds disconnect / deactivate safety feature to X26E	\$43.96ea	\$59.95 ea
26703	CDPM Start-Up Kit *Includes 1–Configure DPM, 1–Deconfigure DPM, 1–CDPM, and Carry case	\$171.98 ea	\$199.95 ea

Accessories

26750	TASER CAM™ Audio/Video recording for enhanced accountability (United States)	\$399.95 ea	\$511.95 ea
26753	TASER CAM™ (United States) *Disabled Audio Recording	\$399.95 ea	\$511.95 ea
26737	TASER CAM™ USB Download Kit *No charge Item	N/C	N/C
85001	X-Rail – Rifle Attachment Clip *Mounts X26 to Piccatinny Rail / For X26E only	\$125.00 ea	\$129.95 ea
26500	X26E USB Dataport Download Kit *Windows® 98se, NT, 2000, XP compatible	\$142.45 ea	\$159.95 ea
80002	Practice Target *Single Target / Training Use	\$6.60 ea	\$7.95 ea
85002	M26/X26 Maintenance and Cleaning Kit	\$59.95 ea	\$69.95 ea
85000	Air Cartridge w/ alligator clips *Training Use	\$45.00 ea	\$55.00 ea
44550	TASER® Simulation Training Suit *For scenario based training exercises / New and improved	\$425.00 ea	\$550.00 ea
80100	Custom Laser Engraving *For M26 and X26 handles / Minimum order quantity of 10	\$6.50 ea	\$7.50 ea

Air Cartridges

34200	15ft (4.57m) *Yellow Blast Door / Training Use	\$17.12 ea	\$31.95 ea
44200	21ft (6.4m) *Silver Blast Door / Field Use	\$19.02 ea	\$33.95 ea
44203	25ft (7.62m) XP (Extra Penetration) *Green Blast Door / Field Use	\$21.87 ea	\$36.95 ea
44206	35ft (10.67m) XP (Extra Penetration) *Non-Reversible / Orange Blast Door / Tactical Field Use	\$23.65 ea	\$42.95 ea
44205	21ft (6.4m) Non-Conductive Simulation *Blue/Blue Blast Door / Training Use	\$18.07 ea	\$32.97 ea

TASER Apparel

44531	Classic Polo Shirt *Black / Size Small / Short Sleeve	\$34.95 ea	\$39.95 ea
44532	Classic Polo Shirt *Black / Size Medium / Short Sleeve	\$34.95 ea	\$39.95 ea
44533	Classic Polo Shirt *Black / Size Large / Short Sleeve	\$34.95 ea	\$39.95 ea
44534	Classic Polo Shirt *Black / Size X Large / Short Sleeve	\$34.95 ea	\$39.95 ea
44603	Classic Polo Shirt *Black / Size 2X Large / Short Sleeve	\$37.95 ea	\$42.95 ea
44535	X26 T-shirt *Black / Size Small / Short Sleeve	\$15.95 ea	\$17.95 ea
44536	X26 T-shirt *Black / Size Medium / Short Sleeve	\$15.95 ea	\$17.95 ea
44537	X26 T-shirt *Black / Size Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44538	X26 T-shirt *Black / Size X Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44604	X26 T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95 ea	\$18.95 ea
44539	TASER CAM™ T-shirt *Black / Size Small / Short Sleeve	\$15.95 ea	\$17.95 ea
44541	TASER CAM™ T-shirt *Black / Size Medium / Short Sleeve	\$15.95 ea	\$17.95 ea
44542	TASER CAM™ T-shirt *Black / Size Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44543	TASER CAM™ T-shirt *Black / Size X Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44605	TASER CAM™ T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95 ea	\$18.95 ea
44551	Warning Label T-shirt *Black / Size Small / Short Sleeve	\$15.95 ea	\$17.95 ea
44552	Warning Label T-shirt *Black / Size Medium / Short Sleeve	\$15.95 ea	\$17.95 ea
44553	Warning Label T-shirt *Black / Size Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44554	Warning Label T-shirt *Black / Size X Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44606	Warning Label T-shirt *Black / Size 2X Large / Short Sleeve	\$16.95 ea	\$18.95 ea
44607	Don't TASE Me Bro T-Shirt *Black / Size Small / Short Sleeve	\$15.95 ea	\$17.95 ea
44608	Don't TASE Me Bro T-Shirt *Black / Size Medium / Short Sleeve	\$15.95 ea	\$17.95 ea
44609	Don't TASE Me Bro T-Shirt *Black / Size Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44610	Don't TASE Me Bro T-Shirt *Black / Size X Large / Short Sleeve	\$15.95 ea	\$17.95 ea
44611	Don't TASE Me Bro T-Shirt *Black / Size 2X Large / Short Sleeve	\$16.95 ea	\$18.95 ea
44517	Adjustable Fit Hat *Black / One size fits most	\$15.95 ea	\$17.95 ea
44625	Tactical Bag *Black w/ TASER® embroidery	\$69.97 ea	\$99.95 ea

*TASER CAM™ with disabled audio recording is intended for states in which audio recording is prohibited. Check Local Laws.

*15 foot, 21 foot, 25 foot, and 35 foot Air Cartridges are compatible with TASER® Models M26 and X26.

*No transshipping to unauthorized country destinations. Check local Laws. Certain restrictions apply: NJ Penal Codes restrict law enforcement using electronic stun weapons.

Freight Policy Freight is the responsibility of the purchaser. All orders are shipped **F.O.B. Scottsdale, AZ** via Fed-Ex ground and billed as a separate line item on invoice. All taxes, duties and customs, where applicable are the responsibilities of the customer.

Pricing Pricing for Law Enforcement/Correctional Agencies Only. Must be a sworn law enforcement officer to purchase.

Payment Terms Net 30, upon approved credit limit.

Validity Effective December 28, 2008. Prices subject to change and or revision without notice and are only valid for government and military agencies in the United States. Attached Terms and Conditions apply to all orders received at TASER International Inc.

Order Lead Time 4 to 6 weeks ARO. **ALL SALES ARE FINAL.**

For Delivery status or to place an order, call our sales department at 800-978-2737 or fax: 480-991-0791

TASER International, Inc.'s Sales Terms and Conditions Distributors and Resellers (Effective May 11, 2009)

These Sales Terms and Conditions apply to all TASER International, Inc. ("TASER") products purchased directly from TASER by distributors and resellers. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. Any different or additional terms set forth by Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

All Sales Are Final. All sales are final and no refunds are allowed. Neither you nor your customers may return Products to TASER.

Pricing and Purchase Orders. Products and services will be invoiced at prices in effect as of date of shipment (invoice date). Prices are not necessarily valid for other current and future sales and are subject to change without prior notice. Any and all invoice errors must be disputed within 15 days of invoice date and are subject to correction by TASER. Prices exclude any present or future federal, state, provincial, local, or other governmental taxes, duties, and tariffs applicable to the sale, transportation, or use of products purchased, all of which taxes, duties, and tariffs must be paid by Buyer. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order. All prices are F.O.B. shipping point.

Payment Terms. Payment terms are within TASER's sole discretion. Payment terms are net 30 days for approved credit. Past due accounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. If a delinquent account is sent to collections, Buyer is responsible for all collection and attorney fees. All payments must be made in U.S. dollars in advance of shipment unless prior credit arrangements have been agreed to with TASER. If a Buyer's account becomes past due or if Buyer is over the approved credit limit, TASER may refuse shipments until the account is paid in full. Buyer is responsible for all applicable sales taxes, VAT taxes, customs duties, import fees, and any applicable use, excise or similar taxes; all of which must be impounded and paid by Buyer. TASER's FIN # is 86-0741227.

For sales to International Buyers only: pre-payment by wire transfer is acceptable if marked for credit of "TASER International" and sent to JP Morgan Bank in Phoenix, Arizona, account number 634912729, ABA number 122100024, SWIFT Code CHASUS33****. For all letters of credit add a 5% processing fee to all prices.

Change in Buyer's financial condition. TASER reserves the right to cancel an order or require full or partial payment if: (1) solvency of Buyer is in question; (2) Buyer files for bankruptcy; (3) there is an appointment of trustee or receiver for Buyer; (4) execution of Buyer by creditors; (5) Buyer's account becomes past due; or (6) Buyer is over the approved credit limit. TASER also reserves the right to cancel Buyer's credit at any time.

Delivery, title and risk of loss. All orders are shipped F.O.B. shipping point or F.O.B./E.X.W. (for International customers) via common carrier, unless otherwise specified. Title and risk of loss pass to the Buyer upon delivery to the common carrier by TASER. Buyer is responsible for providing, upon request by TASER and prior to shipment, proof of insurance for goods in transit. On-time shipment is dependent upon Buyer promptly supplying all necessary documentation. TASER reserves the right to make partial shipments unless specifically stated otherwise on Buyer's purchase order. Freight charges will be invoiced to and paid for by Buyer as a separate line item. Buyer must promptly file claims for damaged items with the freight carrier. Products may ship from multiple locations. Delivery is typically 4–6 weeks after receipt of order or payment.

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

Export Restrictions. Buyer agrees to comply with all applicable contracts with TASER, export laws, assurances, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use and resale of TASER products including Buyer's acceptance of responsibility for the payment of any relevant

taxes or duties. Shipping TASER Products out of the United States is restricted by U.S. federal law and neither the TASER 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 TASER. Distribution or resale of TASER products is authorized only within the country of ultimate destination listed on the export license. No reexport is permitted without prior U.S. Government authorization.

Regulations and Restrictions. Certain countries, states, provinces, municipalities and cities prohibit or regulate the sale and use of the TASER Products. Many countries require import permits to receive TASER Products. For importing purposes, TASER Products harmonized code, Schedule B # is 9304.00.0000 and ECCN #0A985.

Please go to the TASER website (www.TASER.com) or contact TASER's customer service department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER Products. Buyer is responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty; Exclusions and Limitations; Release. See TASER's website (www.TASER.com) for warranty provisions, warranty exclusions, release and any limitations of liability. **To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty 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 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 TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.**

The remedies provided for in the 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 by Buyer for the product, notwithstanding third party purchases. 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 the 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. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless 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. Buyer 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 Buyer for or on behalf of a third party.

Proprietary information. Buyer agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that Buyer will not directly or indirectly cause any proprietary rights to be violated.

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased.

Independent Contractors. No provision of this Agreement creates a partnership, joint venture, or other combination between TASER and Buyer. Buyer and TASER are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

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.

Governing law. The laws of the State of Arizona, U.S.A. govern this transaction.

'Protect Truth,' '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. © 2009 TASER International, Inc.

Supplier: **Aardvark Tactical, Inc.**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. **30**

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

GSA CONTRACT #GS-07F-8940D IS FOB ORIGIN ONLY. FREIGHT WILL BE SEPARATE LINE ITEM FOR ALL GSA TASER ORDERS.

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located: **CA**

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company: **Aardvark Tactical, Inc.**
Swatgear.com

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

National Park Service

Dept of Homeland Security

US Army

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	Aardvark Tactical, Inc.
Street Address of Principal Place of Business	1002 W. Tenth St.
City, State, Zip	Azusa, CA 91702
Phone of Principal Place of Business	800.997.3773
Fax of Principal Place of Business	626.334.6360
E-mail Address of Representative	ahorstman@aardvarktactical.com
Federal Identification Number	95-4451904
Date	07-30-09
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	Audrey Horstman
Authorized Representative Title	Inside Federal Product Specialist
Signature (Required for paper bid submission)	Audrey Horstman

Supplier: **Aardvark Tactical, Inc.**

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company **Aardvark Tactical, Inc.**

Title of Officer **Federal Product Specialist**

Name of Officer **Audrey Horstman**

Date: **07-30-09**

Supplier: **Aardvark Tactical, Inc.**

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette? Yes No

Plan Room? Yes No

Collin County Web-Site? Yes No

Facsimile or email from BidSync? Yes No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer? Yes No

Downloaded from Company Computer? Yes No

Requested a Copy from Collin County? Yes No

Other

Thank You,

Collin County Purchasing Department

Supplier: **Aardvark Tactical, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <p>Audrey Horstman</p>
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>n/a</p>
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p>n/a</p>

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No

D. Describe each affiliation or business relationship.
n/a

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Audrey Horstman **07-30-09**
Signature of person doing business with the governmental entity Date

Adopted 11/02/2005