

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1013 Page 1
Show this number on envelope

Contract No. 39853

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Scottsdale, AZ ON THE 5 DAY OF March, 2018
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Axon Enterprise, Inc.
Phone 800-978-2737 Fax 480-991-0791
Address 17800 N 85th Street Scottsdale AZ 85255
Street City State Zip
Signature [Signature] Printed Name W. Larson Printed Title President



(AFFIX CORPORATE SEAL HERE)

- Signature (Approved Corporate Signature Methods)
- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
 - b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

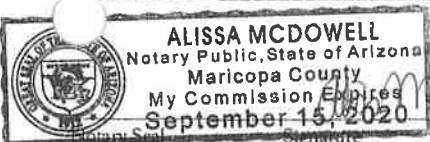
NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Maricopa
State of Arizona S.S.
Subscribed and sworn this date
March 5, 2018

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

Approved as to form and legality
[Signature], 2018
City Attorney
BY [Signature] Deputy

By _____
Executive Director Harbor Department
Date _____





17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

May 11, 2017

Subject: Individuals Authorized to Negotiate Contract Matters on Behalf of Axon, Enterprise, Inc. ("Axon").

To Whom It May Concern:

Axon hereby certifies that the following individuals have the authority to negotiate Contract terms and render binding decisions on Contract matters.

**Doug Klint, General Counsel
doug@Axon.com; 800-978-2737**

**Isaiah Fields, Vice President and Associate General Counsel
isaiah@Axon.com; 800-978-2737**

**Robert Driscoll, Vice President of Sales & Support Operations
bobby@Axon.com; 800-978-2737**

**Paige Roncke, Director of International Sales Operations
paige@Axon.com; 800-978-2737**

**Alissa McDowell, Sr. Contracts Manager
amcdowell@Axon.com; 800-978-2737**

**Caitlin Morgan, Contracts Manager
cmorgan@Axon.com; 800-978-2737**



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon hereby certifies that the following Executive Officers have the authority to sign and legally bind the company.

Rick Smith, Chief Executive Officer
rick@Axon.com; 800-978-2737

Doug Klint, General Counsel
doug@Axon.com; 800-978-2737

Jawad Ahsan, Chief Financial Officer
jawad@Axon.com; 800-978-2737

Luke Larson, President
llarson@Axon.com; 800-978-2737

Joshua Isner, Executive Vice President, Global Sales
josh@Axon.com; 800-978-2737

The following corporate representative has the authority to enter into and sign sales and purchase contracts on behalf of the company.

Robert Driscoll, Vice President of Sales & Support Operations
bobby@Axon.com; 800-978-2737

Regards,

Signature: _____

Printed Name: Josh Isner

Title: EVP, Global Sales

Date: 5/11/2017



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1013

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

BID DUE BEFORE

2:00 P.M.

MARCH 8, 2018

Buyer: : Michelle Davies, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA	KIT, data-port download, USB, X2/X26P	\$ 188.00	\$ 188.00
2	130	EA	HANDLE, black, Class III, X26P	\$1,022.00	\$132,860.00
3	130	EA	APPM BATTERY PACK, auto shut off	\$ 75.00	\$ 9,750.00
4	115	EA	HOLSTER, Blackhawk, right, X26P	\$ 61.00	\$ 7,015.00
	15	EA	HOLSTER, Blackhawk, left, X26P	\$ 61.00	\$ 915.00
6	130	EA	WARRANTY, 4-year	\$ 318.00	\$ 41,340.00
7	260	EA	CARTRIDGE, 25' hybrid	\$ 32.00	\$ 8,320.00
SUBTOTAL					\$200,388.00
TAX					\$ 19,036.86
TOTAL					\$219,424.86

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

Q. NO.: Z-18-056
NOTIFY: J. Marcelo

STATE TIME OF DELIVERY: 14-48 DAYS AFTER RECEIPT OF ORDER
TERMS 0% DISCOUNT FOR PAYMENT WITHIN N/A DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1013

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 8, 2018

EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: _____.

DELIVERY POINT. Price includes all delivery charges, F.O.B. the Harbor Department, Port Police. 330 Centre Street, San Pedro, CA 90731.

DELIVERY. Delivery is desired within **10 days** after vendor receives order. Please indicate on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Axon Enterprise, Inc. Accounts Payable Department C/O Kris DeBerg

ADDRESS: PO Box 29661 Department 2018

Phoenix, AZ 85038-9961

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1013

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 8, 2018

SUPPLIER CONTACT INFORMATION:

Contact Person: Joshua Isner

Title: Chief Revenue Officer

Telephone No.: 800-978-2737

Fax No.: 480-991-0791

E-Mail Address: contracts@axon.com

24 Hour Contact No.: 800-978-2737

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

ETHICS CLAUSE

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1013

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 8, 2018

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

ADDENDUMS. From time to time the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE): It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.
BTRC/BTRC Exemption Number: _____.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1013
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 8, 2018

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

N/A - Axon is bidding.



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): F-1013	Date Bid Submitted: 3-8-2018
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Description of Contract (title of RFP and services to be provided):
X26Ps and accessories

City Department Awarding the Contract:
LA Harbor Department - Police Department

BIDDER INFORMATION

Name: Axon Enterprise, Inc.

Address: 17800 N. 85th Street Scottsdale, AZ 85255

Email: contracts@axon.com Phone: 800-978-2737

SCHEDULE SUMMARY

Please complete all three of the following:

- SCHEDULE A — Bidder's Principals (check one)**
 - The bidder is the individual listed above and has no other principals (Schedule A is not required).
 - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
- SCHEDULE B — Subcontractors and Their Principals (check one)**
 - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
 - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
- TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 3/5/18 Signature:

Name: Luke Larson

Title: President



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: Rick Smith Title: Founder and CEO
 Address: 17800 N. 85th Street, Scottsdale, AZ 85255

Name: Luke Larson Title: President
 Address: 17800 N. 85th Street, Scottsdale, AZ 85255

Name: Joshua Isner Title: Chief Revenue Officer
 Address: 17800 N. 85th Street, Scottsdale, AZ 85255

Name: Doug Klint Title: General Counsel
 Address: 17800 N. 85th Street, Scottsdale, AZ 85255

Name: Jawad Ahsan Title: Chief Financial Officer
 Address: 17800 N. 85th Street, Scottsdale, AZ 85255

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: N/A - Axon does not utilize subcontractors.

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1013

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MARCH 8, 2018

GENERAL CONDITIONS

READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

END

No. 285 Rev. 10/12-116



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

March 5, 2018

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

**RE: REQUESTED EXCEPTIONS TO CITY OF LOS ANGELES HARBOR
DEPARTMENT FORMAL REQUEST FOR BID NO. F-1013 FOR TASER
ACCESSORIES**

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

1. Addition of Axon's Terms and Conditions.

Axon respectfully requests that its Warranty Terms (attached) be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City on these terms and conditions, and if any of Axon's terms and conditions conflict with the negotiated terms and conditions of the contract documents, the City of Los Angeles Harbor Department contract document will control.

2. General Conditions. Section 7-Price Guarantee.

Axon respectfully requests this section be removed in its entirety.

Best Regards,

A handwritten signature in cursive script that reads 'Alissa McDowell'.

Alissa McDowell, Esq.
Senior Contracts Manager
amcdowell@axon.com
480.905.2038

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective October 25, 2017)**

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

Manufacturer's Limited Warranty²

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

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2 camera, Axon Fleet camera, Evidence.com Docks, and Axon Docks.

⁴ Broken blast doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to:

batteries; battery chargers; carrying cases; cables; docking bars;

USB data download kits; headbands; holsters; mounts; DPM, XDPM,

CDPM, PPM, TPPM, APPM, XPPM, TPM, SPPM, and Shockwave

Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail

mounting system.

⁶ The manufacturer's limited warranty provides coverage for Axon

Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2

controller, or Axon Body 2 batteries that have failed or are exhibiting

diminished capacity as result of a manufacturing defect. Under the

Dock, Axon Dock, Axon Signal Sidearm, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.^{6,7} For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow

instructions relating to the product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

Axon provides an additional limited warranty on third-party holsters used in conjunction with the Signal Sidearm sensor. As such, for a period of ONE (1) YEAR from the date of shipment of Axon Signal Sidearm to Purchaser, Axon will provide a credit based on the MSRP of the holster to the Purchaser for damage caused to the holster directly by Axon Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Purchaser has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the purchaser's claim due to Axon Signal Sidearm voiding the Purchaser's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Axon Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Axon Signal Sidearm that incurs damage not directly caused by use of the Axon Signal Sidearm. Use of the Axon Signal Sidearm with

extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

⁷ Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.



Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada) (Effective October 25, 2017)

accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon 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 statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon'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 Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon 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 Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of

essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release
Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries.

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

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

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

Warranty Repair Procedure
For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as

indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

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

General

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

▲ AXON, Axon Body 2, Axon Flex, Axon Flex 2, Axon Dock, Axon Fleet, Axon Signal Sidearm, Evidence.com Evidence Sync, Shockwave, Smart Cartridge, TASER CAM, X2, X26, X26P, X-Rail, "Protect Life," "Protect Truth", and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

