

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. L8769-0/18

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQPD1900006
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Advanced Air Tasers

Description: To purchase Taser 7 Electronic Control Devices, cartridges, holsters, accessories, and services.

Issuing Department: ISD
 Contact Person: Fred Taylor
 Phone: 305-375-1078

Estimate Cost: \$6,600,000

Funding Source:
 GENERAL
 FEDERAL
 OTHER

Yes

ANALYSIS

Commodity Codes:	680-50			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:	Axon Enterprise Inc.			
Small Business Enterprise:				
Contract Value:	\$5,574,000			
Comments:				

Continued on another page (s):
 YES
 NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to SPD:

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Appendix A
Scope of Services

Miami-Dade County (County) is contracting to purchase Electronic Control Devices (ECDs), cartridges, holsters, accessories, and services. on an as-needed bases.

- 1. The County reserves to the right to add items to Appendix B. The County may request prices/proposals for additional ECDs, and accessories. Upon receiving the request from the County's Project Manager or designee, the Contractor shall provide a price quote/and or proposal for such items. The County reserves the right to negotiate the prices to be paid by the County for such items. The negotiated scope of work and prices will be incorporated into the contract via issuance of a supplemental agreement by the County.
2. The County may request additional services during the term of the Contract, including any extension or renewals thereof. The scope of services and rates for these additional services shall be negotiated. The Contractor shall not commence work until an issuance of a supplemental agreement by the County.

TRADE-IN CREDIT

The County will return the used hardware and accessories as described in Appendix B associated with the Trade-In Credit to the Contractor within 180 days. The Contractor shall issue of receiving the pre-paid labels, prepaid labels to the County's Project Manager or designee via email. The County will have 180 days from the date the new equipment is received by the County to return the used hardware and accessories.

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The County will ship all batteries via ground shipping. The Contractor shall pay all shipping costs associated with the return of hardware and accessories related to the Trade-in Credits via prepaid labels, provided by Contractor.

If the Contractor does not receive Trade-In Units hardware and accessories within 180 days, the Contractor may invoice the County the value of the trade-in discount.

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SHIPPING TERMS AND DELIVERY

All prices listed in Appendix B are F.O.B. Destination.

DELIVERY SCHEDULE

Upon issuance of a purchase order by the County, the Contractor shall ship the items outlined in Appendix in Appendix B, Description, Year 1.

Upon annual issuance of a purchase order by the County, Annually the Contractor shall ship all all items as identified in Appendix B, as described in Appendix B for that Year, in accordance with each Description, Year.

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SHIPPING TERMS AND DELIVERY

All prices listed in Appendix B are F.O.B. Destination.

TRAINING

Instructor Lead Training and Launch of Taser 7 Program

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A.

Within four (4) business of the equipment being delivered to the County, the shall provide onsite staff to conduct CEW Full Service Instructor (Taser 7 Program Launch) training to the County instructors on the Taser 7. Onsite training will be at a facility provided by the County. This training is at no additional cost to the County. The launch consist of assisting with configuration of equipment and training recommendations. Up to twenty-four (24) County staff may attend the onsite CEW Full Service Instructor training.

B. Master Instructor School and Regional Instructor School

~~The County will use the voucher within one year of issuance, or the voucher will be void.~~
training only. Vouchers will not cover any cost associated with travel, lodging, or per diem of County staff who may attend. Vouchers have no cash value and may not be exchanged for other products or services. The Contractor shall issue vouchers annually as identified in Appendix B. The County will use the vouchers within the year they are issued, or the vouchers will be void.

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The Contractor shall issue the County three (3) vouchers for the Master Instructor School for CEW training. Master Instructor School training is hosted by different agencies in the United States, which the County staff may attend.

The Contractor shall issue the County twenty-four (24) vouchers for Regional Instructor Schools. The Regional Instructor Schools shall keep the County current on training updates and program management.

A-C. On-line Training

The County may access Online Training Content or Virtual Reality Content (collectively), during the contract term. The Contractor will deliver all Training Content electronically at no additional cost.

TASER 7 CERTIFICATION PLAN BUNDLE

The Contractor Taser 7 Certification plan bundle shall include the following equipment and services: Taser 7 units, holsters, docks, rechargeable battery (20% extra in spares), Evidence.com license, hardware warranty, cartridges, ~~and user training~~ CEW Full Service Instructor Training, unlimited instructor training Master Instructor Training and Regional Instructor School Training, access to online training content, access to virtual reality content, HALT training suit, Oculus GO Goggles for VR Training, training targets, free spares.

SPARE PRODUCTS

The Contractor will provide the County with the fixed number of spare units as referenced in Appendix B. Spare Products will replace non-functioning units. If County uses a Spare Product, the County must return non-functioning units to the Contractor. The Contractor will repair or replace the non-functioning unit(s) ~~within seven~~ within seven to ten business days, barring any unforeseen circumstances.

The County will pay for the shipping of non-functioning units back to the Contractor. The Contractor shall pay for the return of repaired functioning units back to the County. The County must return all Spare Products to the Contractor within 30 days of termination of this Agreement. The Contractor may invoice the County the then MSRP in effect for all unreturned Spare Products.

WARRANTY

A. Hardware Limited Warranty

The Contractor's manufacturer warranty warrants that its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of delivery. The Taser 7 handle warranty shall be free from defects in workmanship and materials for 4 years from the date of delivery. Contractor warrants its accessories for 90-days from date of delivery. Expended CEW cartridges are deemed to have operated properly.

If Contractor receives a valid warranty claim during the warranty period, Contractor's sole responsibility is to repair or replace the product with the same or like product, at Contractor's option. 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 is longer. A replacement item becomes County's property and the replaced item becomes Contractor's property. Prior to delivering product for service, County must upload product data to the Contractor's (Evidence.com) or download it and retain a copy. Contractor is not responsible for loss of data or other information contained on the storage media or any part of the product.

B. Limitations

Contractor warranty obligations exclude damage related to: (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Contractor; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Contractor without the written permission of Contractor; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Contractor disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Contractor'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 Contractor product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim.

C. Extended Warranty

Extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 Certification plan extended warranty coverage begins on the contract start date and continues through the term of the contract.

Extended warranties run from expiration of the 1-year manufacturer warranty through the term of the extended warranty.

D. Non-Warranty Items

Non-Contractor manufactured products such as the third-party holsters are not covered by the Contractor's warranty.