



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **071B4300067**

CONTRACTOR	Taser International, Inc.
	17800 North 85th Street
	Scottsdale, AZ 85255
	Ronald Bellendier
	800-978-2737
	ron@taser.com
	*****5742

STATE	Program Manager		MULTI
	Contract Administrator	Sue Cieciva	DTMB
		(517) 284-7007 cieciwas@michigan.gov	

CONTRACT SUMMARY

TASERS - MICHIGAN STATE POLICE, DEPARTMENTS OF CORRECTIONS, NATURAL RESOURCES AND ENVIRONMENTAL QUALITY

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 12, 2014	March 11, 2017	4 - 1 Year	March 11, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No minimum order requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		March 11, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,557,510.55	\$0.00	\$4,557,510.55		

DESCRIPTION

Effective March 12, 2017, the State is exercising the first option year. The revised contract expiration date is March 11, 2018.
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Sgt. Barry Schrader	(517) 322-6349	schraderb@michigan.gov
MDOC	Jim Loxton	(517) 780-6043	loxtonj@michigan.gov
DNR	Steve Martin	(906) 630-8078	martins@michigan.gov
DEQ	Steve Martin	(906) 630-8078	martins@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 4
to
Contract Number 071B4300067

CONTRACTOR	TASER INTERNATIONAL, INC.
	17800 North 85th Street
	Scottsdale, AZ 85255
	Ron Bellendier
	800-978-2737
	ron@taser.com
	*****5742

STATE	Program Manager	See attached listing.	
	Contract Administrator	Sue Ciecwa	DTMB
		517-284-7007	
		cieciwas@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Tasers – Michigan State Police, Departments of Corrections, Natural Resources and Environmental Quality

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 12, 2014	March 11, 2017	4 - 1 Year	March 11, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No minimum order requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,557,510.55	\$ 0.00		\$4,557,510.55	

DESCRIPTION: Effective July 20, 2016 pricing on this Contract is hereby increased, per revised Exhibit B Pricing – Tasers and Accessories. Two items are discontinued (Item Nos. 37 and 38). All other terms, conditions, specifications and pricing remain the same. Per Contractor request, agency agreement, and DTMB Procurement approval.

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	MSP	Sgt. Barry Schrader	517-322-6349	schraderb@michigan.gov
2	DOC	Jim Loxton	517-780-6043	loxtontj@michigan.gov
3	DNR	Steve Martin	906-630-8078	martins@michigan.gov
4	DEQ	Steve Martin	906-630-8078	martins@michigan.gov

Exhibit B: Pricing - Tasers and Accessories

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item Eff. 7/20/2016
1	EA	X26P, Black, ECD only, no holster or power magazine	11002	\$942.63
2	EA	X26P, Yellow, ECD only, no holster or power magazine	11003	\$942.63
3	EA	X26P, 4-year Extended Warranty	11004	\$287.68
4	EA	X26P, Extended Performance Power Magazine, (XPPM) w/cartridge holder	11010	\$66.51
5	EA	X26P, Holster, Right Hand, Blackhawk	11501	\$55.78
6	EA	X26P, Holster, Left Hand, Blackhawk	11504	\$55.78
7	EA	X2, Black, Electronic Control Device, does not include Battery	22002	\$1,078.79
8	EA	X2, Yellow, Electronic Control Device, does not include Battery	22003	\$1,078.79
9	EA	X2/X26P, Performance Power Magazine (PPM)	22010	\$57.08
10	EA	X2/X26P, Automatic Shut-down Power Magazine (APPM)	22011	\$68.97
11	EA	X2/X26P, Tactical Performance Power Magazine (TPPM)	22012	\$57.08
12	EA	X2/X26P Dataport Download Kit	22013	\$172.57
13	EA	X2, 4-Year Extended Warranty	22014	\$329.39
14	EA	X2, Online Training	22015	Discontinued
15	EA	X2, Hogue Grips, Min. Box 50	22017	Discontinued
16	EA	X2/X26P, Hogue Grips	22018	\$15.97
17	EA	X2, 15' Live Smart Cartridge	22150	\$30.89
18	EA	X2, 25' Live Smart Cartridge	22151	\$33.00
19	EA	X2, 35' Live Smart Cartridge	22152	\$34.25
20	EA	X2, Inert Simulator, 25' Smart Cartridge	22155	\$45.04
21	EA	X2, 25' Live Simulation, Training, Non-conductive, Smart Cartridge	22157	\$32.05
22	EA	X2, Holster, Right Hand, Blade-Tech	22500	Discontinued
23	EA	X2, Holster, Right Hand, Blackhawk	22501	\$68.97
24	EA	X2, Holster, Right Hand, Safariland	22502	Discontinued
25	EA	X2, Holster, Left Hand, Bladetech	22503	Discontinued
26	EA	X2, Holster, Left Hand, Blackhawk	22504	\$68.97
27	EA	X2, Holster, Left Hand, Safariland	22505	Discontinued
28	EA	X26, USB Dataport Download Kit	26500	\$37.71
29	EA	X26E, Black/Silver, Digital Power Magazine (DPM), NO HOLSTER	26511	Discontinued
30	EA	X26E, Black/silver, Extended Digital Power Magazine (XDPM), NO HOLSTER	26512	Discontinued
31	EA	X26E, Yellow/Black, Digital Power Magazine, (DPM), NO HOLSTER	26523	Discontinued

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B: Pricing - Tasers and Accessories

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item <small>Eff. 7/20/2016</small>
32	EA	X26E, Yellow/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26524	Discontinued
33	EA	X26E, Black/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26549	Discontinued
34	EA	X26E, Black/black, Digital Power Magazine, (DPM), NO HOLSTER	26550	Discontinued
35	EA	X26, Digital Power Magazine, (DPM)	26700	\$38.54
36	EA	X26, Extended Digital Power Magazine, (EDPM)	26701	\$43.94
37	EA	X26, Controlled Digital Power Magazine, (CDPM)	26702	Discontinued
38	EA	X26, CDPM Start-up Kit, Includes; 1-Configure DPM, 1-Deconfigure DPM, 1-CDPM and carry case	26703	Discontinued
39	EA	X26, 4-Year Extended Warranty	26744	Discontinued
40	EA	Taser Cam Audio Video Recorder	26830	Discontinued
41	EA	Taser Cam USB Download Kit (No Charge Item)	26737	Discontinued
42	EA	X2 or X26P, Taser Cam HD, USB Download Kit	26762	\$16.13
43	EA	X2 or X26P, Taser Cam HD 4-year Extended Warranty	26763	\$159.86
44	EA	X2 or X26P, Taser Cam HD, Replacement Battery	26764	\$55.47
45	EA	Taser Simulation Suit, Model II	44550	\$593.37
46	EA	Taser Tactical Bag 2	44625	Discontinued
47	EA	X26, 21'(single), air cartridge	44200	\$25.40
48	EA	X26, 25' XPH air cartridge, single	44203	\$28.65
49	EA	X26, 21' Simulation Cartridge, Non Conductive	44205	\$24.72
50	EA	X26 15'(single) Air Cartridge	34200	\$23.26
51	EA	X26 Law Enforcement, CLEAR, with DPM battery, NO HOLSTER	26517	Discontinued
52	EA	X26, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44952	\$37.71
53	EA	X26, Holster, Left Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44953	\$37.71
54	EA	X26P, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	11500	Discontinued
55	EA	X26P Holster, Left Hand, Blade-Tech Tek-Lok short hood with thumb break	11503	Discontinued
56	EA	X2/X26P Taser Cam, HD, color recording unit	26810	\$555.55
57	EA	4 year Custom Care Warranty, X26	26744	Discontinued
58	EA	X26P Year Extended Warranty (duplicate - see item #3)	11004	\$287.68
59	EA	X2, 4-Year Extended Warranty (duplicate - see item #13)	22014	\$329.39
60	EA	Taser Cam HD 4-year Extended Warranty (duplicate - see item #43)	26763	\$159.86
61	EA	X2/X3 cartridge with Alligator Clip	33112	\$34.46

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B: Pricing - Tasers and Accessories

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item <small>Eff. 7/20/2016</small>
62	EA	Conductive Practice Target, Two part, Back	80000	Discontinued
63	EA	Conductive Practice Target, Two part, Front	80001	Discontinued
64	EA	Blackhawk RH X26 Serpa holster, black, matte	44972	\$37.71
65	EA	Blackhawk LH X26 Serpa holster, black, matte	44973	\$37.71
66	EA	Taser Cartridge holder, single, w/mod-u-lok	BH-X26-cart-hldr	Discontinued
67	EA	X26P eXtended Automatic Shut-Down Performance Power Magazine (XAPPM)	11015	\$71.06
68	EA	Taser Assurance Plan (TAP) CEW Annual Payment, X26P	85059	\$197.22
69	EA	Taser CAM HD with Automatic Shut-Down (AS) Feature, X2 or X26P	26820	\$583.36
70	EA	Taser CAM HD USB download kit (duplicate - see item #42)	26762	\$16.13
71	EA	X26P Alligator Clip Cartridge	85000	\$48.55
72	EA	X26P and X2 Target, Conductive, 2-Part, top and Bottom	80004	\$27.91
73	EA	Sim Suit, Model II (duplicate - see item #45)	44550	\$593.37
74	EA	Taser Assurance Plan (TAP) CEW Annual Payment, X2	85049	\$218.54
75	EA	Taser CAM HD Replacement Battery, X2 or X26P (duplicate - see item #44)	26764	\$55.47

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B4300067
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Taser International, Inc. 17800 North 85th Street Scottsdale, AZ 85255	Ron Bellendier	ron@taser.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(800) 978-2737, (602) 326-6249 cell	1227

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP	Sgt. Barry Schrader	(517) 322-6349	schraderb@michigan.gov
	DOC	Jim Loxton	(517) 780-6043	loxtonk@michigan.gov
	DNR	Steve Martin	(906) 630-8078	martins@michigan.gov
	DEQ	Steve Martin	(906) 630-8078	martins@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Tasers – Michigan State Police, Departments of Corrections, Natural Resources and Environmental Quality			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 12, 2014	March 11, 2017	Four One-Year Options	March 11, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
No minimum order requirement.			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,537,510.55		\$20,000.00	\$4,557,510.55	
DESCRIPTION: Effective August 1, 2015 the Department of Environmental Quality is added to this contract and Steve Martin is the Program Manager. This contract is increased by \$20,000.00. All other terms, conditions, specifications and pricing remain the same. Per agency request, contractor agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO. 2
CONTRACT NO. 071B4300067

between
THE STATE OF MICHIGAN
 and

PREVIOUS NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Michigan Taser Distributing, Inc. 10422 Londonderry Drive South Lyon, MI 48178	Ron Dehne	ron@michigantaser.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 446-0373	5742

NEW NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Taser International, Inc. 17800 North 85th Street Scottsdale, AZ 85255	Ron Bellendier	ron@taser.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	(800) 978-2737 Cell (602) 326-6249	1227

DESCRIPTION OF CHANGE NOTICE
<p>Effective March 4, 2015, the Contractor requested an assignment of this contract to Taser International, Inc.</p> <p>The Contractual obligations and rights of Contract No. 071B4300067 are assigned to Taser International, Inc.</p> <p>Munitions manufactured by Ultimate Training Munitions (UTM) are hereby deleted from this contract.</p> <p>Section 22 General Indemnification, first paragraph is hereby changed to:</p> <p>Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose tortious acts any of them may be liable) of any of the promises, agreements, representations, or warranties contained in this Contract; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to tortious action or tortious inaction by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any tortious acts or tortious omissions of Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).</p> <p>Effective June 15, 2015 revised Exhibit B Pricing – Tasers and Accessories is attached. 24 items are discontinued, 9 items are added (item nos. 67-75), and pricing is revised.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor request and DTMB Procurement approval.</p>

CONTRACT SUMMARY			
DESCRIPTION: Tasers – Michigan State Police, Department of Corrections and Department of Natural Resources			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	March 12, 2014	March 11, 2017	Four One Year Options
PAYMENT TERMS	F.O.B.	SHIPPED	
Net 30 Days	Delivered	30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS:

No minimum order requirement.

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MSP	Sgt. Barry Schrader	(517) 322-6349	SchraderB@michigan.gov
PROGRAM MANAGER:	DOC	Jim Loxton	(517) 780-6043	LoxtonJ@michigan.gov
PROGRAM MANAGER:	DNR	Steve Martin	(906) 630-8078	Martins@michigan.gov
CONTRACT ADMINISTRATOR:	DTMB	Sue Cieciva	(517) 284-7007	cieciwas@michigan.gov

Exhibit B - Pricing - Tasers and Accessories

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item Eff. 6/15/15
1	EA	X26P, Black, ECD only, no holster or power magazine	11002	\$910.75
2	EA	X26P, Yellow, ECD only, no holster or power magazine	11003	\$910.75
3	EA	X26P, 4-year Extended Warranty	11004	\$277.95
4	EA	X26P, Extended Performance Power Magazine, (XPPM) w/cartridge holder	11010	\$64.26
5	EA	X26P, Holster, Right Hand, Blackhawk	11501	\$53.89
6	EA	X26P, Holster, Left Hand, Blackhawk	11504	\$53.89
7	EA	X2, Black, Electronic Control Device, does not include Battery	22002	\$1,042.31
8	EA	X2, Yellow, Electronic Control Device, does not include Battery	22003	\$1,042.31
9	EA	X2, Performance Power Magazine (PPM)	22010	\$55.15
10	EA	X2/X26P, Automatic Shut-down Power Magazine (APPM)	22011	\$66.64
11	EA	X2, Tactical Performance Power Magazine (TPPM)	22012	\$55.15
12	EA	X2/X26P Dataport Download Kit	22013	\$166.73
13	EA	X2, 4-Year Extended Warranty	22014	\$318.25
14	EA	X2, Online Training	22015	Discontinued
15	EA	X2, Hogue Grips, Min. Box 50	22017	Discontinued
16	EA	X2, Hogue Grips	22018	\$15.43
17	EA	X2, 15' Live Smart Cartridge	22150	\$29.85
18	EA	X2, 25' Live Smart Cartridge	22151	\$31.88
19	EA	X2, 35' Live Smart Cartridge	22152	\$33.09
20	EA	X2, Inert Simulator, 25' Smart Cartridge	22155	\$43.52
21	EA	X2, 25' Live Simulation, Training, Non-conductive, Smart Cartridge	22157	\$30.97
22	EA	X2, Holster, Right Hand, Blade-Tech	22500	Discontinued
23	EA	X2, Holster, Right Hand, Blackhawk	22501	\$66.64
24	EA	X2, Holster, Right Hand, Safariland	22502	Discontinued
25	EA	X2, Holster, Left Hand, Bladetech	22503	Discontinued
26	EA	X2, Holster, Left Hand, Blackhawk	22504	\$66.64
27	EA	X2, Holster, Left Hand, Safariland	22505	Discontinued
28	EA	X26E, USB Dataport Download Kit	26500	Discontinued
29	EA	X26E, Black/Silver, Digital Power Magazine (DPM), NO HOLSTER	26511	Discontinued
30	EA	X26E, Black/silver, Extended Digital Power Magazine (XDPM), NO HOLSTER	26512	Discontinued
31	EA	X26E, Yellow/Black, Digital Power Magazine, (DPM), NO HOLSTER	26523	Discontinued

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B - Pricing - Tasers and Accessories (Continued)

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item Eff. 6/15/15
32	EA	X26E, Yellow/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26524	Discontinued
33	EA	X26E, Black/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26549	Discontinued
34	EA	X26E, Black/black, Digital Power Magazine, (DPM), NO HOLSTER	26550	Discontinued
35	EA	X26, Digital Power Magazine, (DPM)	26700	\$37.24
36	EA	X26, Extended Digital Power Magazine, (EDPM)	26701	\$42.45
37	EA	X26, Controlled Digital Power Magazine, (CDPM)	26702	\$58.90
38	EA	X26, CDPM Start-up Kit, Includes; 1-Configure DPM, 1-Deconfigure DPM, 1-CDPM and carry case	26703	\$199.67
39	EA	X26, 4-Year Extended Warranty	26744	Discontinued
40	EA	Taser Cam Audio Video Recorder	26830	Discontinued
41	EA	Taser Cam USB Download Kit (No Charge Item)	26737	Discontinued
42	EA	X2, Taser Cam HD, USB Download Kit	26762	\$15.58
43	EA	X2, Taser Cam HD 4-year Extended Warranty	26763	\$154.45
44	EA	X2, Taser Cam HD, Replacement Battery	26764	\$53.59
45	EA	Taser Simulation Suit, New & Improved	44550	\$573.30
46	EA	Taser Tactical Bag 2	44625	Discontinued
47	EA	X26, 21'(single), air cartridge	44200	\$24.54
48	EA	X26, 25' XPH air cartridge, single	44203	\$27.68
49	EA	X26, 21' Simulation Cartridge, Non Conductive	44205	\$23.88
50	EA	X26 15'(single) Air Cartridge	34200	\$22.47
51	EA	X26 Law Enforcement, CLEAR, with DPM battery, NO HOLSTER	26517	Discontinued
52	EA	X26, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44952	\$36.43
53	EA	X26, Holster, Left Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44953	\$36.43
54	EA	X26P, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	11500	Discontinued
55	EA	X26P Holster, Left Hand, Blade-Tech Tek-Lok short hood with thumb break	11503	Discontinued
56	EA	X2/X26P Taser Cam, HD, color recording unit	26810	\$536.76
57	EA	4 year Custom Care Warranty, X26	26744	Discontinued
58	EA	X26P Year Extended Warranty	11004	\$277.97
59	EA	X2, 4-Year Extended Warranty	22014	\$318.25
60	EA	Taser Cam HD 4-year Extended Warranty	26763	\$154.45
61	EA	X2/X3 cartridge with Alligator Clip	33112	\$33.27

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B - Pricing - Tasers and Accessories (Continued)

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item Eff. 6/15/15
62	EA	Conductive Practice Target, Two part, Back	80000	Discontinued

63	EA	Conductive Practice Target, Two part, Front	80001	Discontinued
64	EA	Blackhawk RH X26 Serpa holster, black, matte	44972	\$36.43
65	EA	Blackhawk LH X26 Serpa holster, black, matte	44973	\$36.43
66	EA	Taser Cartridge holder, single, w/mod-u-lok	BH-X26-cart-hldr	Discontinued
67	EA	X26P eXtended Automatic Shut-Down Performance Power Magazine (XAPPM)	11015	\$68.66
68	EA	Taser Assurance Plan (TAP) CEW Annual Payment, X2P	85059	\$190.55
69	EA	Taser CAM HD with Automatic Shut-Down (AS) Feature, X2 or X26P	26820	\$563.63
70	EA	Taser CAM HD USB download kit	26762	\$15.58
71	EA	X26P Alligator Clip Cartridge	85000	\$46.91
72	EA	X26P and X2 Target, Conductive, 2-Part, top and Bottom	80004	\$26.97
73	EA	Sim Suit, Model II	44550	\$573.30
74	EA	Taser Assurance Plan (TAP) CEW Annual Payment, X2	85049	\$211.15
75	EA	Taser CAM HD Replacement Battery, X2 or X26P	26764	\$53.59

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B4300067
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Taser Distributing, Inc. 10422 Londonderry Drive South Lyon, MI 48178	Ronald Dehne	ron@michigantaser.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 446-0373 (877) 778-2737	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MSP	Sgt. Barry Schrader	(517) 322-6349	SchraderB@michigan.gov
PROGRAM MANAGER:	DOC	Jim Loxton	(517) 780-6043	LoxtonJ@michigan.gov
PROGRAM MANAGER:	DNR	Steve Martin	(906) 630-8078	Martins@michigan.gov
CONTRACT ADMINISTRATOR:	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Tasers and Munitions – Michigan State Police, Department of Corrections, and Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
Three Years	March 12, 2014	March 11, 2017	Four One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Days ARO	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No minimum order requirement.			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$679,840.40		\$4,537,510.55		

Effective April 22, 2014, the following items are added to this Contract (per attached list).
 Revised Exhibit B, Pricing is attached.
 All other terms, conditions, specifications and pricing remain unchanged.
 Per agency requests dated 3/6/14 and 3/18/14, vendor proposal dated 4/3/14, and State Administrative Board

approval on 4/22/14.

Tasers and Accessories – Additional Items

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
56	EA	X2/X26P Taser Cam, HD, color recording unit	26810	\$520.10
57	EA	4 year Custom Care Warranty, X26	26744	\$194.95
58	EA	X26P Year Extended Warranty	11004	\$269.99
59	EA	X2, 4-Year Extended Warranty	22014	\$308.99
60	EA	Taser Cam HD 4-year Extended Warranty	26763	\$149.95
61	EA	X2/X3 cartridge with Alligator Clip	33112	\$45.45
62	EA	Conductive Practice Target, Two part, Back	80000	\$13.08
63	EA	Conductive Practice Target, Two part, Front	80001	\$13.08
64	EA	Blackhawk RH X26 Serpa holster, black, matte	44972	\$35.30
65	EA	Blackhawk LH X26 Serpa holster, black, matte	44973	\$35.30
66	EA	Taser Cartridge holder, single, w/mod-u-lok	BH-X26-cart-hldr	\$22.21

Munitions – Additional Items

Approved Brand/Manufacturer: Ultimate Training Munitions

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
24	EA	AR / M4 Series MMR Conversion Kit. Man Marker Round/Blank	01-2117	\$300.00
25	EA	SIG P226 9mm Blank Conversion Kit	01-2421	\$200.00
26	EA	SIG P226, .40 Cal., Blank Conversion Kit, w/2 magazines	01-2841	\$250.00
27	EA	SIG P226, .40 Cal., MMR Conversion Kit, w/2 magazines	01-2858	\$250.00
28	EA	SIG P229 .357/.40 Cal MMR Conversion kit. w/2 mags	01-2814	\$258.56
29	EA	UTM AR Blue Safety Magazine	01-2815	\$15.50
30	EA	UTM Protective Gloves, (s/m/l/xl/xxl)	69-0310	\$24.72
31	EA	NLTA Protective Helmet with Neck Protector	PHXHELMET	\$131.09
32	EA	Unisex Groin Protector	69-0299	\$27.81
33	EA	NLTA, R/L/I, Gear Bag	PHXIGB	\$38.99
34	EA	NLTA Protective Gear, R/L/I, Groin Protector	PHXIGP	\$39.99
35	EA	NLTA Protective Gear, Leggings w/groin protector, All Colors	PHXIL	\$101.06
36	EA	NLTA Protective Gear, R/L/I, Sleeves (pair), All Colors	PHXIS	\$71.03
37	EA	NLTA Protective Gear, R/I, Vest, All Colors	PHXIV	\$107.07
38	EA	NLTA Protective Gear, R/I, Vest with Sewn in Sleeves, All Colors	PHXIVS	\$157.95
39	EA	NLTA Protective Gear, LE Vest	PHXLEV	\$121.15
40	EA	NLTA Protective Gear, LE Standard Vest with sewn in Sleeves	PHXLEVS	\$171.96

Protective gear is priced same for Role Player (R), LE (L), or Instructor (I).
 Exception is the LE Vest/Vest-sleeves as noted.
 Also priced same for sizes (S to XXL) and colors.

Exhibit B - Pricing - Tasers and Accessories**Approved Brand/Manufacturer: Taser International**

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
1	EA	X26P, Black, ECD only, no holster or power magazine	11002	\$882.58
2	EA	X26P, Yellow, ECD only, no holster or power magazine	11003	\$882.58
3	EA	X26P, 4-year Extended Warranty	11004	\$269.99
4	EA	X26P, Extended Performance Power Magazine, (XPPM) w/cartridge holder	11010	\$62.57
5	EA	X26P, Holster, Right Hand, Blackhawk	11501	\$52.27
6	EA	X26P, Holster, Left Hand, Blackhawk	11504	\$52.27
7	EA	X2, Black, Electronic Control Device, does not include Battery	22002	\$1,009.95
8	EA	X2, Yellow, Electronic Control Device, does not include Battery	22003	\$1,009.95
9	EA	X2, Performance Power Magazine (PPM)	22010	\$53.48
10	EA	X2/X26P, Automatic Shut-down Power Magazine (APPM)	22011	\$64.59
11	EA	X2, Tactical Performance Power Magazine (TPPM)	22012	\$53.48
12	EA	X2/X26P Dataport Download Kit	22013	\$161.55
13	EA	X2, 4-Year Extended Warranty	22014	\$308.99
14	EA	X2, Online Training	22015	\$35.00
15	EA	X2, Hogue Grips, Min. Box 50	22017	\$13.08
16	EA	X2, Hogue Grips	22018	\$15.10
17	EA	X2, 15' Live Smart Cartridge	22150	\$29.04
18	EA	X2, 25' Live Smart Cartridge	22151	\$31.06
19	EA	X2, 35' Live Smart Cartridge	22152	\$32.07
20	EA	X2, Inert Simulator, 25' Smart Cartridge	22155	\$42.17
21	EA	X2, 25' Live Simulation, Training, Non-conductive, Smart Cartridge	22157	\$30.05
22	EA	X2, Holster, Right Hand, Blade-Tech	22500	\$64.59
23	EA	X2, Holster, Right Hand, Blackhawk	22501	\$64.95
24	EA	X2, Holster, Right Hand, Safariland	22502	\$64.59
25	EA	X2, Holster, Left Hand, Bladetech	22503	\$64.59
26	EA	X2, Holster, Left Hand, Blackhawk	22504	\$64.59
27	EA	X2, Holster, Left Hand, Safariland	22505	\$64.59
28	EA	X26E, USB Dataport Download Kit	26500	\$161.55
29	EA	X26E, Black/Silver, Digital Power Magazine (DPM), NO HOLSTER	26511	\$864.51
30	EA	X26E, Black/silver, Extended Digital Power Magazine (XDPM), NO HOLSTER	26512	\$869.66
31	EA	X26E, Yellow/Black, Digital Power Magazine, (DPM), NO HOLSTER	26523	\$864.51
32	EA	X26E, Yellow/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26524	\$869.66
33	EA	X26E, Black/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26549	\$869.66

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B - Pricing - Tasers and Accessories (Continued)

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
34	EA	X26E, Black/black, Digital Power Magazine, (DPM), NO HOLSTER	26550	\$864.51
35	EA	X26, Digital Power Magazine, (DPM)	26700	\$36.11
36	EA	X26, Extended Digital Power Magazine, (EDPM)	26701	\$41.16
37	EA	X26, Controlled Digital Power Magazine, (CDPM)	26702	\$56.31
38	EA	X26, CDPM Start-up Kit, Includes; 1-Configure DPM, 1-Deconfigure DPM, 1-CDPM and carry case	26703	\$193.46
39	EA	X26, 4-Year Extended Warranty	26744	\$194.95
40	EA	Taser Cam Audio Video Recorder	26830	\$442.08
41	EA	Taser Cam USB Download Kit (No Charge Item)	26737	\$0.00
42	EA	X2, Taser Cam HD, USB Download Kit	26762	\$15.10
43	EA	X2, Taser Cam HD 4-year Extended Warranty	26763	\$149.95
44	EA	X2, Taser Cam HD, Replacement Battery	26764	\$51.96
45	EA	Taser Simulation Suit, New & Improved	44550	\$555.50
46	EA	Taser Tactical Bag 2	44625	\$100.95
47	EA	X26, 21'(single), air cartridge	44200	\$23.79
48	EA	X26, 25' XPH air cartridge, single	44203	\$26.82
49	EA	X26, 21' Simulation Cartridge, Non Conductive	44205	\$23.18
50	EA	X26 15'(single) Air Cartridge	34200	\$21.77
51	EA	X26 Law Enforcement, CLEAR, with DPM battery, NO HOLSTER	26517	\$864.51
52	EA	X26, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44952	\$35.30
53	EA	X26, Holster, Left Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44953	\$35.30
54	EA	X26P, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	11500	\$52.27
55	EA	X26P Holster, Left Hand, Blade-Tech Tek-Lok short hood with thumb break	11503	\$52.27
56	EA	X2/X26P Taser Cam, HD, color recording unit	26810	\$520.10
57	EA	4 year Custom Care Warranty, X26	26744	\$194.95
58	EA	X26P Year Extended Warranty	11004	\$269.99
59	EA	X2, 4-Year Extended Warranty	22014	\$308.99
60	EA	Taser Cam HD 4-year Extended Warranty	26763	\$149.95
61	EA	X2/X3 cartridge with Alligator Clip	33112	\$45.45
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65	EA	Blackhawk LH X26 Serpa holster, black, matte	44973	\$35.30
66	EA	Taser Cartridge holder, single, w/mod-u-lok	BH-X26-cart-hldr	\$22.21

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

Exhibit B - Pricing - Munitions

Approved Brand/Manufacturer: Ultimate Training Munitions

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
1	CS	9mm Plastic MMR, Non-Tox/Lead Free, Red (Case of 1,000)	01-0976	\$525.30
2	CS	9mm Plastic MMR, Non-Tox/Lead Free, Blue (Case of 1,000)	01-0977	\$525.30
3	CS	9mm Plastic MMR, Non-Tox/Lead Free, Green (Case of 1,000)	01-0978	\$525.30
4	CS	9mm Plastic MMR, Non-Tox/Lead Free, Yellow (Case of 1,000)	01-0979	\$525.30
5	CS	9mm Plastic MMR, Non-Tox/Lead Free, White (Case of 1,000)	01-0980	\$525.30
6	CS	9mm Plastic MMR, Red (Case of 1,000)	01-3030	\$525.30
7	CS	9mm Plastic MMR, Blue (Case of 1,000)	01-3031	\$525.30
8	CS	9mm Plastic MMR, Green (Case of 1,000)	01-3032	\$525.30
9	CS	9mm Plastic MMR, Yellow (Case of 1,000)	01-3033	\$525.30
10	CS	9mm Plastic MMR, White (Case of 1,000)	01-3034	\$525.30
11	CS	9mm Battlefield Blank (BBR) (Case of 1,000)	01-0722	\$551.05
12	CS	9mm Battlefield Blank (BBR) Non-Toxic/Lead Free (Case of 1,000)	01-0969	\$551.05
13	CS	9mm Silent Blank Rounds (SBR) (Case of 1,000)	01-0723	\$489.25
14	CS	5.56mm Reduced Velocity MMR (RVR) Red (Case of 1,000)	01-0815	\$587.10
15	CS	5.56mm Reduced Velocity MMR (RVR) Blue (Case of 1,000)	01-0816	\$587.10
16	CS	5.56mm Reduced Velocity MMR (RVR) Green (Case of 1,000)	01-0817	\$587.10
17	CS	5.56mm Reduced Velocity MMR (RVR) Yellow (Case of 1,000)	01-0818	\$587.10
18	CS	5.56mm Reduced Velocity MMR (RVR) White (Case of 1,000)	01-0819	\$587.10
19	CS	5.56mm Plastic MMR, Non-Tox/Lead Free, Red (Case of 1,000)	01-0971	\$587.10
20	CS	5.56mm Plastic MMR, Non-Tox/Lead Free, Blue (Case of 1,000)	01-0972	\$587.10
21	CS	5.56mm Silent Blank Round (SBR) (Case of 1,000)	01-0856	\$478.95
22	CS	5.56mm Battlefield Blank (BBR) (Case of 1,000)	01-0859	\$520.15
23	CS	5.56mm Battlefield Blank (BBR) Non-Toxic/Lead Free (Case of 1,000)	01-0963	\$520.15
24	EA	AR / M4 Series MMR Conversion Kit. Man Marker Round/Blank	01-2117	\$300.00
25	EA	SIG P226 9mm Blank Conversion Kit	01-2421	\$200.00
26	EA	SIG P226, .40 Cal., Blank Conversion Kit, w/ 2 magazines	01-2841	\$250.00
27	EA	SIG P226, .40 Cal., MMR Conversion Kit, w/2 magazines	01-2858	\$250.00
28	EA	SIG P229 .357/.40 Cal MMR Conversion kit. W/2 mags	01-2814	\$258.56
29	EA	UTM AR Blue Safety Magazine	01-2815	\$15.50
30	EA	UTM Protective Gloves, (s/m/l/xl/xxl)	69-0310-LG	\$24.72
31	EA	NLTA Protective Helmet with Neck Protector	PHXHELMET	\$131.09
32	EA	Unisex Groin Protector	69-0299	\$27.81
33	EA	NLTA, R/L/I, Gear Bag	PHXIGB	\$38.99
34	EA	NLTA Protective Gear, R/L/I, Groin Protector	PHXIGP	\$39.99
35	EA	NLTA Protective Gear, Leggings w/groin protector, All Colors	PHXIL	\$101.06
36	EA	NLTA Protective Gear, R/L/I, Sleeves (pair), All Colors	PHXIS	\$71.03
37	EA	NLTA Protective Gear, R/I, Vest, All Colors	PHXIV	\$107.07

Exhibit B - Pricing – Munitions (Continued)

Approved Brand/Manufacturer: Ultimate Training Munitions

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
38	EA	NLTA Protective Gear, R/I, Vest with Sewn in Sleeves, All Colors	PHXIVS	\$157.95
39	EA	NLTA Protective Gear, LE Vest	PHXLEV	\$121.15
40	EA	NLTA Protective Gear, LE Standard Vest with sewn in Sleeves	PHXLEVS	\$171.96

Protective gear is priced same for Role Player (R), LE (L), or Instructor (I).

Exception is the LE Vest/Vest-sleeves as noted.

Also priced same for sizes (S to XXL) and colors.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B4300067**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Taser Distributing, Inc. 10422 Londonderry Drive South Lyon, MI 48178	Ronald Dehne	ron@michigantaser.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 446-0373 (877) 778-2737	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MSP	Sgt. Barry Schrader	(517) 322-6349	SchraderB@michigan.gov
PROGRAM MANAGER:	DOC	Jim Loxton	(517) 780-6043	LoxtonJ@michigan.gov
PROGRAM MANAGER:	DNR	Steve Martin	(906) 630-8078	Martins@michigan.gov
CONTRACT ADMINISTRATOR:	DTMB	Sue Ciecwiwa	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Tasers and Munitions – Michigan State Police, Department of Corrections, and Department of Natural Resources			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	March 12, 2014	March 11, 2017	Four One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Days ARO	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
No minimum order requirement.			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$3,857,670.15

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4300067
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Taser Distributing, Inc. 10422 Londonderry Drive South Lyon, MI 48178	Ronald Dehne	ron@michigantaser.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 446-0373 (877) 778-2737	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MSP	Sgt. Barry Schrader	(517) 322-6349	SchraderB@michigan.gov
PROGRAM MANAGER:	DOC	Jim Loxton	(517) 780-6043	LoxtonJ@michigan.gov
PROGRAM MANAGER:	DNR	Steve Martin	(906) 630-8078	Martins@michigan.gov
CONTRACT ADMINISTRATOR:	DTMB	Sue Cieciva	(517) 284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Tasers and Munitions – Michigan State Police, Department of Corrections, and Department of Natural Resources			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	March 12, 2014	March 11, 2017	Four One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Days ARO	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
No minimum order requirement.			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$3,857,670.15

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0071141114B0000943. Orders for delivery will be issued directly by the State Agencies through the issuance of a Purchase Order Form.

Contract #: 071B4300067

FOR THE CONTRACTOR:	FOR THE STATE:
Michigan Taser Distributing, Inc. Firm Name	Signature Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Procurement Enter Name of Agency
Date	Date



STATE OF MICHIGAN

COMMODITIES STANDARD CONTRACT TERMS

This COMMODITIES STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Michigan Taser Distributing, Inc. (“**Contractor**”), a Michigan Corporation. This Contract is effective on March 12, 2014 (“**Effective Date**”), and unless terminated, expires on March 11, 2017.

This Contract may be renewed for up to four additional one year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also: (a) be clearly identifiable while on State property by wearing identification issued by the State; and (b) clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:
Sue Ciecwa
DTMB, Procurement
1st Floor NE, Constitution Hall
PO Box 30026
Lansing, MI 48909
Email: cieciwas@michigan.gov
Phone: (517) 284-7007

If to Contractor:
Ronald Dehne
Michigan Taser Distributing, Inc.
10422 Londonderry Drive
South Lyon, MI 48178
Email: ron@michigantaser.com
Phone: (248) 446-0373



3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract:

State:

Sue Cieciva
 DTMB, Procurement
 1st Floor NE, Constitution Hall
 PO Box 30026
 Lansing, MI 48909
 Email: cieciwas@michigan.gov
 Phone: (517) 284-7007

Contractor:
 Ronald Dehne
 Michigan Taser Distributing, Inc.
 10422 Londonderry Drive
 South Lyon, MI 48178
 Email: ron@michigantaser.com
 Phone: (248) 446-0373

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract. The State reserves the right to add agency specific Program Managers.

State:
Michigan State Police
 Training Division
 Sgt. Barry Schrader
 7426 S. Canal Road
 Lansing, MI 48913
 Email: SchraderB@michigan.gov
 Phone: (517) 322-6349

Contractor:
 Michigan Taser Distributing, Inc.
 Ronald Dehne
 10422 Londonderry Drive
 South Lyon, MI 48178
 Email: ron@michigantaser.com
 Phone: (248) 446-0373

Michigan Department of Corrections
 Contact: Jim Loxton
 Michigan Department of Corrections
 Ordnance Unit
 Lee McCoy Gun Range
 3640 Cooper St.
 Jackson, MI 49201
 Email: LoxtonJ@michigan.gov
 Phone: (517) 780-6043

Department of Natural Resources
 Contact: Steve Martin
 Michigan Department of Natural Resources
 Address: 6833 US-2 & M-35
 Gladstone, MI 49837
 Email: Martins@michigan.gov
 Phone: (906) 630-8078



5. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

For Tasers:

Insurance Type	Additional Requirements
Commercial General Liability Insurance (Provided by Taser International)	
<u>Minimal Limits:</u> \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Aggregate Limit:</u> \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 Each Occurrence Limit <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Umbrella or Excess Liability Insurance (Provided by Taser International)	
<u>Minimal Limits:</u> \$10,000,000 General Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds, and (2) include a waiver of subrogation.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Note: Hire and Non-Owned Coverage

For Munitions:

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$2,000,000 General Aggregate Limit <u>Aggregate Limit:</u> \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 Each Occurrence Limit <u>Deductible Maximum:</u> \$50,000 Each Occurrence	
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Note: Hire and Non-Owned Coverage

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d)



waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 6. Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis. Upon request, Contractor must submit annual reports to the State as to the volume of purchases made through extended purchasing arrangements.

- 7. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 8. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 9. Staffing.** The Contract Administrator may require Contractor to remove or reassign personnel by providing good-faith reasons in a notice to Contractor.
- 10. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 11. Assignment.** Contractor may not assign this Contract, to any other party, without the prior approval of the State except in the event of a change in control as defined in Section 13. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
- 12. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the Board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.



In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. **Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing document as identified in Exhibit A, Statement of Work.
14. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 16, Delivery.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency, within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

15. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
16. **Risk of Loss.** Until final acceptance, risk of loss or damage remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 30 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use.



The State has the right to withhold payment of any reasonably disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

The State may set-off, from any payment due to Contractor, any amount owed by Contractor.

18. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities; Contractor's lost profits; or any additional compensation during a stop work period. The State will pay for all Contract Activities and products ordered prior to the stop work period.
19. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs (other than costs identified in Section 23(a), Transition Responsibilities), and any costs the State incurs to procure the Contract Activities from other sources. The State will only pay costs described in Section 23(a), Transition Responsibilities, and amounts due to Contractor for Contract Activities accepted by the State, on or before the date of termination.

20. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason including but not limited to appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately or (b) continue to perform the Contract Activities in accordance with Section 23, Transition Responsibilities. The State will only pay costs described in Section 23(a), Transition Responsibilities, and amounts due to Contractor for Contract Activities accepted by the State, on or before the date of termination.
21. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a reasonable period of time specified by the State (not to exceed 180 days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Contract Activities under the established Contract rates; (b) taking



all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. This Contract will automatically be extended through the end of the transition period.

22. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, or warranties contained in this Contract; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any acts or omissions of Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (a) regular updates on proceeding status; (b) participate in the defense of the proceeding; (c) employ its own counsel; and (d) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section and Section 25, Intellectual Property Indemnification, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

23. **Intellectual Property Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation, from and against any claims arising out of or relating to copyright, patent, trademark, or trade secret infringement. Notwithstanding the foregoing, Contractor has no obligation to pay any costs, damages or attorneys' fees related to any infringement claim that arises out of: (a) compliance with designs, plans, or specifications furnished by or on behalf of the State as to any piece of equipment, software, commodity, or service; (b) use of the equipment, software, commodity or service in a manner for which the same was neither designed nor contemplated; or (c) the combination, operation or use of the equipment, software or commodity with equipment, software or commodities not supplied by Contractor under this Contract.

If, in either party's opinion, any piece of equipment, software, commodity or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



24. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
25. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to perform under this Contract.
26. **State of Michigan Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
27. **Confidentiality.** All information of the parties, except information that is; (a) disclosable under the Michigan Freedom Of Information Act (FOIA); (b) otherwise available to the public without breach of this Contract; (c) released in writing by the disclosing party; (d) obtained from a third party with no obligation of confidentiality; (e) publicly disclosed pursuant to federal or state law; or (f) independently developed by the receiving party without reference to Confidential Information of the disclosing party, is confidential information ("**Confidential Information**"). Nothing in this Section will be construed as an obligation to disclose any particular Confidential Information to the other party.

Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but no less than a reasonable degree of care. Neither party will: (a) make any use of Confidential Information of the other except as contemplated by this Contract; (b) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (c) refuse any request to promptly return the other party's Confidential Information. Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to a Subcontractor is permissible where: (a) use of a Subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any Subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

Upon termination of the Contract, Contractor must promptly return the State's Confidential Information or, at the State's request, certify to the State that Contractor has destroyed all of the State's Confidential Information.

The provisions of this Section, will not apply where a party is required by law to disclose the other party's Confidential Information provided that the party: (a) promptly provides the furnishing party with notice of the legal request; and (b) assists the disclosing party in resisting or limiting the scope of the disclosure as reasonably requested.

If Contractor breaches this Section, it must (a) promptly cure any deficiencies (b) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures, (c) report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances, and (d) pay all costs associated with the breach.



Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure.

28. **Records Maintenance, Inspection, Examination, and Audit.** Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

29. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract.
30. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
31. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
32. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.



33. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
34. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
35. **Non-Exclusivity.** Nothing contained in this Contract is intended nor shall be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal or like Contract Activities from other sources.
36. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors unless the subcontractor experiences a force majeure and cannot reasonably circumvent the effect through other means. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
37. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executives and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
38. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
39. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
40. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
41. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
42. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.



43. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

44. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



STATE OF MICHIGAN

Contract No. 071B4300067
Tasers and Munitions

**EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES**

This exhibit identifies the requirements of the Contract. The Contract is for a three year term and may be renewed for up to four (4) additional one (1) year periods.

Requirements
1. Specifications
1.1 The Contractor must provide the following:
The Contractor must provide the tasers and munitions as specified in <u>Exhibit B, Pricing</u> . Approved brands or manufacturers' lines - The Contractor must provide only on the approved brands or manufacturers' lines as noted. The State reserves the right to adjust products.
For Tasers: The Contractor is an authorized distributor of Taser International, Inc. For Munitions: The Contractor is an authorized distributor of Ultimate Training Munitions/Phoenix RBT Solutions.
1.2 Warranties
The manufacturer's warranty period for Taser International Products is one (1) year. The manufacturer's warranty period for Ultimate Training Munitions/Phoenix RBT Solutions Products is six (6) months. The State shall report warranty issues directly to the Contractor's Representative at any time to inform them of any warranty issues. The Contractor will troubleshoot problems. Should the products need warranty repair/replacement, the manufacturers will replace any defective parts within the warranty period. Optional 4-year extended warranties on tasers are available and are specified in Exhibit B Pricing.
1.3 Recall Requirements and Procedures
Product recalls will be handled by the manufacturers. The Contractor will assist, as needed.
1.4 Quality Assurance Program
The manufacturers shall have a Quality Assurance Program currently in place within their organizations.
1.5 Incentives
For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.
2. Service Levels
2.1 Time Frames
All Contract Activities must be delivered within 30 calendar days from receipt of purchase order. The receipt date of the purchase order is pursuant to Section 2, Notice provisions of the Standard Contract. The Contractor maintains inventory to reduce delivery time for most time sensitive orders. Most orders will be delivered within two (2) days.
2.2 Training
At the request of the Program Manager, the manufacturers may provide in-service training to agency personnel on products, and product safety issues at an additional cost.
2.3 Reporting
The Contractor must, every 6 months, submit in Excel format, via email to the Program Manager for each agency, a report that identifies the following: (a) model and serial number of the item purchased; (b)



purchase order number (or name of person that placed the order if via procurement card) (c) date the item was certified, and (d) name of person that certified the device.

2.4 Meetings

The Contractor must attend all meetings the State schedules. Contractor attendance at the meetings will be at the location identified by the State, and at no additional cost to the State.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint (1) individual specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Ronald C. Dehne, President
 Phone: 248-446-0373
 Toll Free: 877-77-Taser, 877-778-2737
 Email: ron@michigantaser.com

3.2 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor must specify the hours the Contractor Representative will be available for service calls.

Ronald C. Dehne, President
 Phone: 248-446-0373
 Toll Free: 877-77-Taser, 877-778-2737
 Email: ron@michigantaser.com
 Business Hours: 8:00 a.m. – 5:00 p.m. Monday-Friday
 Email response after hours.

3.3 Disclosure of Subcontractors

The Contractor is not utilizing any subcontractors.

4. Pricing

4.1 Price Term

Pricing is firm for a 365 day period ("**Pricing Period**"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State will consider documentation from the manufacturer or supplier regarding the price increase and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed both parties will negotiate, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

4.3 Special Pricing

The Contractor will notify the State of any temporary, promotional, special, or other pricing lower than the



Contract price, and such pricing must immediately be given to the State and all entities eligible to purchase from the Contract.

For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.

5. Ordering

5.1 Order Authorization

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Program Manager under the Contract. All orders are subject to the Standard Contract Terms. The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

5.2 Minimum Order

There is no minimum order requirement.

6. Delivery

6.1 Delivery Programs

The Contractor intends on utilizing Federal Express as the transportation method for delivery of the Contract Activities.

6.2 Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Invoice and Payment

7.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (g) total price.

8. Additional Requirements

8.1 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor does not intend to deliver any hazardous chemicals provided under this Contract.

8.2 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The products the Contractor intends to provide under this Contract do not contain mercury.

8.3 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The products the Contractor intends to provide under this Contract do not contain BFRs.

8.4 Recycled Content and Recyclability

Without compromising performance or quality, the State prefers to purchase products containing higher percentages of recycled materials. The Contractor's estimate of the percentage of recycled materials, if any, contained in each product, is as follows:



5-10% (total estimated percentage of recovered material)

5-10% (estimated percentage of post-consumer material)

0% (estimated percentage of post-industrial waste)

The State prefers packaging materials that:

- (i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
- (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
- (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
- (iv) provide for a return program where packaging can be returned to a specific location for recycling; and
- (v) contain materials that are easily recyclable in Michigan.

The Contractor intends to offer most packaging materials that is reused or recycled.



STATE OF MICHIGAN

Contract No. 071B4300067
Tasers and Munitions

EXHIBIT B PRICING

1. The Pricing schedule for the Contract Activities for Tasers and Munitions is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g. shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.
4. The Contractor does not offer quick payment terms.
5. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.



Exhibit B - Pricing - Tasers and Accessories

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
1	EA	X26P, Black, ECD only, no holster or power magazine	11002	\$882.58
2	EA	X26P, Yellow, ECD only, no holster or power magazine	11003	\$882.58
3	EA	X26P, 4-year Extended Warranty	11004	\$269.99
4	EA	X26P, Extended Performance Power Magazine, (XPPM) w/cartridge holder	11010	\$62.57
5	EA	X26P, Holster, Right Hand, Blackhawk	11501	\$52.27
6	EA	X26P, Holster, Left Hand, Blackhawk	11504	\$52.27
7	EA	X2, Black, Electronic Control Device, does not include Battery	22002	\$1,009.95
8	EA	X2, Yellow, Electronic Control Device, does not include Battery	22003	\$1,009.95
9	EA	X2, Performance Power Magazine (PPM)	22010	\$53.48
10	EA	X2/X26P, Automatic Shut-down Power Magazine (APPM)	22011	\$64.59
11	EA	X2, Tactical Performance Power Magazine (TPPM)	22012	\$53.48
12	EA	X2/X26P Dataport Download Kit	22013	\$161.55
13	EA	X2, 4-Year Extended Warranty	22014	\$308.99
14	EA	X2, Online Training	22015	\$35.00
15	EA	X2, Hogue Grips, Min. Box 50	22017	\$13.08
16	EA	X2, Hogue Grips	22018	\$15.10
17	EA	X2, 15' Live Smart Cartridge	22150	\$29.04
18	EA	X2, 25' Live Smart Cartridge	22151	\$31.06
19	EA	X2, 35' Live Smart Cartridge	22152	\$32.07
20	EA	X2, Inert Simulator, 25' Smart Cartridge	22155	\$42.17
21	EA	X2, 25' Live Simulation, Training, Non-conductive, Smart Cartridge	22157	\$30.05
22	EA	X2, Holster, Right Hand, Blade-Tech	22500	\$64.59
23	EA	X2, Holster, Right Hand, Blackhawk	22501	\$64.95
24	EA	X2, Holster, Right Hand, Safariland	22502	\$64.59
25	EA	X2, Holster, Left Hand, Bladetech	22503	\$64.59
26	EA	X2, Holster, Left Hand, Blackhawk	22504	\$64.59
27	EA	X2, Holster, Left Hand, Safariland	22505	\$64.59
28	EA	X26E, USB Dataport Download Kit	26500	\$161.55
29	EA	X26E, Black/Silver, Digital Power Magazine (DPM), NO HOLSTER	26511	\$864.51
30	EA	X26E, Black/silver, Extended Digital Power Magazine (XDPM), NO HOLSTER	26512	\$869.66
31	EA	X26E, Yellow/Black, Digital Power Magazine, (DPM), NO HOLSTER	26523	\$864.51
32	EA	X26E, Yellow/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26524	\$869.66

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.



Exhibit B - Pricing - Tasers and Accessories (Continued)

Approved Brand/Manufacturer: Taser International

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
33	EA	X26E, Black/black, Extended Digital Power Magazine, (XDPM), NO HOLSTER	26549	\$869.66
34	EA	X26E, Black/black, Digital Power Magazine, (DPM), NO HOLSTER	26550	\$864.51
35	EA	X26, Digital Power Magazine, (DPM)	26700	\$36.11
36	EA	X26, Extended Digital Power Magazine, (EDPM)	26701	\$41.16
37	EA	X26, Controlled Digital Power Magazine, (CDPM)	26702	\$56.31
38	EA	X26, CDPM Start-up Kit, Includes; 1-Configure DPM, 1-Deconfigure DPM, 1-CDPM and carry case	26703	\$193.46
39	EA	X26, 4-Year Extended Warranty	26744	\$194.95
40	EA	Taser Cam Audio Video Recorder	26830	\$442.08
41	EA	Taser Cam USB Download Kit (No Charge Item)	26737	\$0.00
42	EA	X2, Taser Cam HD, USB Download Kit	26762	\$15.10
43	EA	X2, Taser Cam HD 4-year Extended Warranty	26763	\$149.95
44	EA	X2, Taser Cam HD, Replacement Battery	26764	\$51.96
45	EA	Taser Simulation Suit, New & Improved	44550	\$555.50
46	EA	Taser Tactical Bag 2	44625	\$100.95
47	EA	X26, 21'(single), air cartridge	44200	\$23.79
48	EA	X26, 25' XPH air cartridge, single	44203	\$26.82
49	EA	X26, 21' Simulation Cartridge, Non Conductive	44205	\$23.18
50	EA	X26 15'(single) Air Cartridge	34200	\$21.77
51	EA	X26 Law Enforcement, CLEAR, with DPM battery, NO HOLSTER	26517	\$864.51
52	EA	X26, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44952	\$35.30
53	EA	X26, Holster, Left Hand, Blade-Tech Tek-Lok, short hood wth thumb break	44953	\$35.30
54	EA	X26P, Holster, Right Hand, Blade-Tech Tek-Lok, short hood wth thumb break	11500	\$52.27
55	EA	X26P Holster, Left Hand, Blade-Tech Tek-Lock short hood with thumb break	11503	\$52.27

Note: For Taser International products purchased, the Contractor will provide a 0.5% discount for individual orders over \$25,000.00.



Exhibit B - Pricing - Munitions

Approved Brand/Manufacturer: Ultimate Training Munitions

Item No.	Unit	Description	Manufacturer Model No.	Unit Cost Per Item
1	CS	9mm Plastic MMR, Non-Tox/Lead Free, Red (Case of 1,000)	01-0976	\$525.30
2	CS	9mm Plastic MMR, Non-Tox/Lead Free, Blue (Case of 1,000)	01-0977	\$525.30
3	CS	9mm Plastic MMR, Non-Tox/Lead Free, Green (Case of 1,000)	01-0978	\$525.30
4	CS	9mm Plastic MMR, Non-Tox/Lead Free, Yellow (Case of 1,000)	01-0979	\$525.30
5	CS	9mm Plastic MMR, Non-Tox/Lead Free, White (Case of 1,000)	01-0980	\$525.30
6	CS	9mm Plastic MMR, Red (Case of 1,000)	01-3030	\$525.30
7	CS	9mm Plastic MMR, Blue (Case of 1,000)	01-3031	\$525.30
8	CS	9mm Plastic MMR, Green (Case of 1,000)	01-3032	\$525.30
9	CS	9mm Plastic MMR, Yellow (Case of 1,000)	01-3033	\$525.30
10	CS	9mm Plastic MMR, White (Case of 1,000)	01-3034	\$525.30
11	CS	9mm Battlefield Blank (BBR) (Case of 1,000)	01-0722	\$551.05
12	CS	9mm Battlefield Blank (BBR) Non-Toxic/Lead Free (Case of 1,000)	01-0969	\$551.05
13	CS	9mm Silent Blank Rounds (SBR) (Case of 1,000)	01-0723	\$489.25
14	CS	5.56mm Reduced Velocity MMR (RVR) Red (Case of 1,000)	01-0815	\$587.10
15	CS	5.56mm Reduced Velocity MMR (RVR) Blue (Case of 1,000)	01-0816	\$587.10
16	CS	5.56mm Reduced Velocity MMR (RVR) Green (Case of 1,000)	01-0817	\$587.10
17	CS	5.56mm Reduced Velocity MMR (RVR) Yellow (Case of 1,000)	01-0818	\$587.10
18	CS	5.56mm Reduced Velocity MMR (RVR) White (Case of 1,000)	01-0819	\$587.10
19	CS	5.56mm Plastic MMR, Non-Tox/Lead Free, Red (Case of 1,000)	01-0971	\$587.10
20	CS	5.56mm Plastic MMR, Non-Tox/Lead Free, Blue (Case of 1,000)	01-0972	\$587.10
21	CS	5.56mm Silent Blank Round (SBR) (Case of 1,000)	01-0856	\$478.95
22	CS	5.56mm Battlefield Blank (BBR) (Case of 1,000)	01-0859	\$520.15
23	CS	5.56mm Battlefield Blank (BBR) Non-Toxic/Lead Free (Case of 1,000)	01-0963	\$520.15