

**AMENDED MEETING AGENDA**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**POLICE HEADQUARTERS**  
**1915 OLIVE STREET, ST. LOUIS MISSOURI 63103**

**Thursday, July 17, 2025 at 9 am**

Public notice is hereby given that the St. Louis Board of Police Commissioners will meet on July 17th 2025 at 9 am to discuss and act upon the matters on this agenda as follows:

1. Call to Order – Interim Board Attorney
2. Roll Call – Interim Board Attorney
3. Opening Ceremony – Interim Board Attorney
  - a. Pledge of Allegiance
4. Welcome and Opening Remarks
  - a. Derek Winters, Transition Director
  - b. Chris Graville, Interim Board Attorney
5. New Business – Interim Board Attorney
  - a. Resolution to Adopt Parliamentary Authority
  - b. Elections of President, Vice President, Secretary and Treasurer of the Board
  - c. Resolution to Acknowledge and Ratify Statutory Mandates
  - d. Resolution to Establish the Initial Objectives of the St. Louis Board of Commissioners
  - e. Resolution to Adopt Sunshine Law Policy
  - f. Resolution to Ratify Contract for Interim Legal Services
  - g. Resolution to Adopt Regular Meeting Schedule
  - h. Discussion/Approval of Contract for Bodycams
6. Announcements
7. Adjournment – Interim Board Attorney

**PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE ST. LOUIS BOARD OF POLICE COMMISSIONERS MEETING SHOULD CONTACT ASHTON WOFFORD AT (636) 778-9810, AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.**

**RESOLUTION TO ADOPT PARLIAMENTARY AUTHORITY**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**Resolution No. 2025-01**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, Robert’s Rules of Order Newly Revised is the procedural standard used by most public bodies; and

**WHEREAS**, the rules in Robert’s Rules of Order Newly Revised are intended to allow everyone to be heard and business to be conducted in an orderly fashion.

**BE IT RESOLVED:** That the rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the Board’s bylaws and any special rules of order the Board may adopt.

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**

**RESOLUTION TO ACKNOWLEDGE AND RATIFY  
MISSOURI STATUTORY MANDATES  
ST. LOUIS BOARD OF POLICE COMMISSIONERS  
Resolution No. 2025-02**

**WHEREAS**, the St. Louis Board of Police Commissioners (the “Board”) has been authorized and tasked with certain powers and duties, pursuant to Missouri Revised Statutes (“R.S.Mo.”) §§ 84.015 through 84.340 (the “Authorizing Statutes”); and

**WHEREAS**, the Board, pursuant to R.S.Mo. § 84.325, has until July 1, 2026 to, in coordination with the Transition Director, Derek Winters (the “Director”), and local officials, assume control of the St. Louis Metropolitan Police Department (the “Department”); and

**WHEREAS**, the Board desires to acknowledge and ratify the statutory mandates set forth in the Authorizing Statutes and the work ahead as they proceed towards assuming local control of the Department before the July 1, 2026 statutory deadline.

**BE IT RESOLVED:** That the Board acknowledges and ratifies that its powers and duties are set forth in R.S.Mo. §§ 84.015 through 84.340; and

**BE IT FURTHER RESOLVED:** That the implementation period for the Board assuming control of the Department has begun and will be completed before July 1, 2026; and

**BE IT FURTHER RESOLVED:** That the Board will coordinate with the Director and local officials to ensure the continuity of operations of the municipal police force with minimized disruptions to the residents of any city not within a county, to provide for an orderly and appropriate transition in the governance of the police force, and to provide for an equitable employment transition for commissioned and civilian personnel.

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**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**

**RESOLUTION TO ESTABLISH INITIAL OBJECTIVES OF  
THE ST. LOUIS BOARD OF POLICE COMMISSIONERS  
ST. LOUIS BOARD OF POLICE COMMISSIONERS  
Resolution No. 2025-03**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the public to adopt the following resolution; and

**WHEREAS**, the Board is a newly established organization with its members having been appointed by the Governor of the State of Missouri and authorized by Missouri Revised Statutes §§ 84.015 through 84.340 (the “Authorizing Statutes”); and

**WHEREAS**, the Board desires to articulate its initial objectives in accordance with the Authorizing Statutes contained in House Bill 495, signed by the Governor on March 26, 2025.

**BE IT RESOLVED:** That the primary objective of this Board is to work together to make the City of St. Louis (the “City”) a better place to live, work, invest, and visit; and

**BE IT FURTHER RESOLVED:** That the Board intends to take significant steps toward transparency, collaboration, and a safer future for the City; and

**BE IT FURTHER RESOLVED:** That the Board fully supports the men and women of the St. Louis Metropolitan Police Department; and

**BE IT FURTHER RESOLVED:** That through accountability, efficiency, and additional resources for law enforcement, the Board will bring stability, improve public safety and address issues related to local and regional crime and officer retention and recruitment in the City.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**

**RESOLUTION TO ADOPT SUNSHINE LAW POLICY**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**Resolution No. 2025-04**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, the Board is a “political governmental body” under Revised Statutes of Missouri (“R.S.Mo.”) § 610.010(4); and

**WHEREAS**, the Board is subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610; and

**WHEREAS**, R.S.Mo. § 610.028.2 requires that the Board have a reasonable written policy in compliance with §§ 610.010 to 610.030; and

**WHEREAS**, the Board desires to adopt the Sunshine Law Policy, attached hereto as Exhibit A.

**BE IT RESOLVED:** That the Board adopts the Sunshine Law Policy attached hereto and incorporated herein as Exhibit A to govern the maintenance and disclosure of public records in compliance with R.S.Mo. Chapter 610; and

**BE IT FURTHER RESOLVED:** That a copy of the Board’s Sunshine Law Policy shall be open for public inspection.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**



## **SUNSHINE LAW POLICY**

### **ST. LOUIS POLICE BOARD OF COMMISSIONERS**

The St. Louis Police Board of Commissioners hereby adopts for its Sunshine Law Policy, the “Sunshine Law,” as set forth in the Revised Statutes of Missouri (“R.S.Mo.”), §§ 610.010 through 610.200 as amended from time to time, and the following supplementary definitions and procedures (hereinafter, this “Policy”).

**Section 1. Definitions.** In addition to the definitions set forth in R.S.Mo. § 610.010, the following definitions shall apply:

Board: The St. Louis Police Board of Commissioners.

Board governmental body: Any committee, council, or body of the Board, including:

- a. Any committee appointed by or at the direction of the Board and which is authorized to report to the Board; or
- b. Any advisory committee appointed by or at the direction of the Board for the specific purpose of recommending policy or policy revisions or expenditures of public funds. The Custodian of Records of the Board shall maintain a list of any such policy advisory committees.

Custodian of Records: The Secretary of the Board or such other person as designated by the Board.

### **Section 2. Policy for Open Meeting and Records; Compliance with Missouri Sunshine Law.**

It is the policy of the Board that meetings, records, votes, actions, and deliberations of the Board be open to the public unless otherwise provided by law. Except as otherwise provided by law: (1) all public meetings of the Board shall be open to the public as set forth in R.S.Mo. § 610.020; (2) all public records of the Board shall be open to the public for inspection and copying as set forth in R.S.Mo. §§ 610.023 through 610.026; and (3) all public votes of the Board shall be recorded as set forth in R.S.Mo. § 610.015.

A copy of this policy shall be maintained for public use, inspection, and examination at the primary office of the Board during normal business hours. In the event that any provision of this policy is determined to conflict with the provisions of the Sunshine Law, this policy is hereby amended to delete the conflicting provision to the extent of the conflict.

### **Section 3. Meetings, Records and Votes to be Public – Exceptions.**

- A. ***Open Records; Exceptions.*** All meetings, records, and votes are open to the public, except that any meeting, record or vote relating to one or more of the matters set out in R.S.Mo. § 610.021, as well as other material designated elsewhere in the Sunshine Law, shall be closed unless the Board governmental body votes to make such materials public or a court of competent jurisdiction order disclosure of such closed record or vote. Before closing a

meeting to the public, three members of the Board or a majority of the Board governmental body shall vote to do so in a public roll call vote. The vote of each member of the Board governmental body on the question of closing the meeting or vote and the reason for closing the meeting by reference to a specific exception shall be announced at an open meeting of the Board and entered into the minutes.

B. ***Additional Closed Records.*** Pursuant to R.S.Mo. § 610.021, the following records, meetings, and/or votes shall be considered closed records:

1. Those records which are compiled as a result of any investigation subject to the provisions of R.S.Mo. § 590.502, except by lawful subpoena or court order, by release approved by the officer, or as provided in R.S.Mo. § 590.070.
2. All information obtained by the Board regarding medical examinations, medical condition or medical history of Board employees or job applicants subject to confidentiality under the Health Insurance Portability Accounting Act and other similar federal and state laws, if retained by the Board, shall be collected and maintained on separate forms and in separate medical files and shall be treated as closed and confidential records, except that:
  - a) Supervisors and managers may be informed regarding necessary restrictions on the work duties of employees and necessary accommodations;
  - b) First aid and safety personnel may be informed, when appropriate, if the information reflects the existence of a disability which might require emergency treatment; or
  - c) Government officials investigating compliance with State or Federal law pertaining to treatment of persons with disabilities may be allowed access to such records.

C. ***Closed Meeting Procedure.*** Before closing a meeting to the public, three members of the Board (or a majority of the Board governmental body authorized to close a meeting per the Sunshine Law) shall vote to do so in a public, roll call vote. The vote of each member of the Board on the question of closing the meeting or vote and the reason for closing the meeting by reference to a specific exemption within R.S.Mo. § 610.021 of the Sunshine Law shall be announced at the open meeting of the Board and entered into the meetings minutes. Every vote taken in a closed meeting, including any vote taken to adjourn back to open session, shall be a roll call vote.

**Section 4. Duty to Preserve Confidentiality.** Every member of the Board governmental body who attends a closed meeting of the Board governmental body, or who has been supplied with closed record(s), either of which was closed pursuant to the exceptions to the Sunshine Law contained in R.S.Mo. § 610.021 (pertaining to "Closed Meetings and Records"), shall have a duty to preserve the confidentiality of any and all information discussed or disclosed in that closed meeting and/or record. Any member found to have breached this duty may be excluded from

attending subsequent closed meetings or may be denied access to closed records. A repeated violation of this duty shall be considered cause for removal from the Board governmental body. Nothing within this Section shall limit the Board's right to pursue disciplinary or other action pursuant to the Board employee manual, ethical requirements, or as otherwise provided by law.

#### **Section 5. Response to Request for Access to Records.**

- A. ***Response Procedure.*** Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third (3rd) business day following the date the request is received by the Custodian of Records. If records are requested in a certain format, the Board shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the Custodian of Records shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three (3) days as permitted by the Sunshine Law.
- B. ***Access Denied Procedure.*** If a request for access is denied, the Custodian of Records shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester within the time permitted by the Sunshine Law.
- C. ***Original Records.*** Removal of original public records from the Board offices or other office of the Custodian of Records without written permission of the Custodian of Records is prohibited.
- D. ***No Exclusive Access.*** The Board shall not grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record except as permitted by the Sunshine Law.
- E. ***Law Enforcement Records Procedure.*** Law Enforcement Records shall not be subject to the request procedure within this Section 5 nor contained within R.S.Mo. § 610.023 of the Sunshine Law. Law Enforcement Records shall be subject to the definition and procedures contained within R.S.Mo. §§ 610.100-610.200 of the Sunshine Law.

**Section 6. Records not Retained by the Board.** In accordance with the Records Retention Schedule published by the Missouri Secretary of State, the following are not considered records that need to be retained and, therefore, it is the policy of the Board not to retain:

- A. Drafts, non-final versions of documents and other work product, as these documents shall not constitute a "*public record*" unless otherwise required by law.
- B. Identical copies of documents maintained in the same file.
- C. Extra copies of printed or processed materials (official copies of which are retained by the Custodian of Records).

- D. Superseded manuals and other directives (maintained outside the office of record).
- E. Drafts of reports or correspondence.
- F. Blank forms.

Nothing in this Policy shall be deemed to require retention of a document not otherwise required by law to be retained nor authorize destruction of any document required to be maintained as required by the current Records Retention Schedule published by the Missouri Secretary of State.

## **Section 7. Access to Closed Records.**

- A. ***Board Inspection of Closed Records Procedures.*** No person shall be entitled to access any Closed Record except as permitted by this Policy or as may be required by order of a court of competent jurisdiction. All Closed Records shall be subject to inspection and access by the Board, the Transition Director, the Board's attorneys, and the Custodian of Records subject to the following qualifications:
  - 1. Lawfully Closed Records pertaining to the job performance or conduct of any of the above-listed individuals shall be further closed to such individuals if the document identifies the individual and the statutory basis for closure on its cover;
  - 2. Medical records may be disclosed only as provided in Section 3 of this Policy; and
  - 3. No person who has declared a conflict of interest preventing that person from acting on a matter shall be entitled to access the Closed Record if the Closed Record contains the information that created such a conflict of interest.
- B. ***Employee's Personnel File Procedure.*** Except as provided above, the Custodian of Records may provide a current or former employee of the Board access to closed personnel records specifically relating to such current or former employee upon a written request by or authorization from such employee pursuant to the request procedures set forth in Section 5 of this Policy; provided that the Custodian of Records may deny such request when the record is also properly closed for purposes other than protection of employee information pursuant to R.S.Mo. § 610.012(3) or (13) of the Sunshine Law or the request relates to a pending investigation or dispute.
- C. ***Board Procedure.*** Access to a specific document(s) may be established other than as provided in this Section by an order supported by an affirmative vote of three members of the Board.
- D. ***Other Records.*** Records otherwise specifically prohibited from disclosure by law shall be disclosed only as permitted by such law.

## **Section 8. Public Record Containing Exempt and Nonexempt Materials, Nonexempt to be Made Available – Deleted Exempt Materials to be Explained, Exception.**

- A. ***Exempt Material Procedure.*** If a public record contains both material which is exempt from disclosure as well as material which is not exempt from disclosure, the Custodian of Records shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying. The Custodian of Records may seek guidance from the Board's attorneys when separating such material.
- B. ***Exempt Material Described.*** If the separation is readily apparent to a person requesting to inspect or receive copies of the public record, the Board shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

## **Section 9. Fees.**

- A. ***Applicable Fees.*** To the fullest extent permitted by law, the Custodian of Records is authorized to impose fees for the Board's cost of document search, research, and duplication in complying with records requests for inspection and copying of public records. The maximum fees to be imposed by the Custodian of Records shall be the maximum amount permitted by the Sunshine Law, not to exceed the Board's actual cost.
- B. ***Prepayment.*** The Custodian of Records may request and receive payment prior to duplicating and/or searching for documents. If actual costs are less than the estimate provided and received by the Custodian of Records, such amount shall be reimbursed to the requester.
- C. ***Custodian May Waive Fees; When.*** Upon written request, documents may be furnished without charge or at a reduced charge when the Custodian of Records determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to the public understanding of the operations or activities of the Board and is not primarily in the commercial interest of the requester.

**Section 10. Procedures for Resolving Questions of Public Accessibility.** A Board governmental body or Custodian of Records in doubt about the legality of closing a particular meeting, record or vote, may, subject to approval by the Board, bring suit in the Circuit Court for the City of St. Louis to ascertain the propriety of such action. In addition, subject to approval by the Board, the Board or Custodian of Records may seek a formal opinion of the Attorney General regarding the propriety of such action. In such events, any proposed closed meeting or public access to the record or vote shall be deferred for a reasonable time pending the outcome of the actions so taken.

## **Section 11. Legal Defense of Members of the Board governmental body, When-Persons Reporting Violations Exempt from Liability and Discipline.**

- A. ***Legal Defense.*** The Board may, upon affirmative vote of three of its members, provide for the legal defense of any member of the Board or any employee of the Board charged with a violation of the Sunshine Law.

- B. ***Policy Compliance; Exempt from Civil Liability.*** Pursuant to R.S.Mo. § 610.028, any employee, officer or member of the Board who complies with this written Policy is not guilty of any violation of the provisions of the Sunshine Law or subject to civil liability for any act arising out of adherence to this written Policy of the Board.
- C. ***Reporting Violation; Exempt from Civil Liability.*** To the full extent permitted by law, any employee, officer or member of the Board who in good faith reports a violation of this Policy or the Sunshine Law shall not be deemed guilty of a violation of the provisions of the Sunshine Law nor be subject to civil liability nor shall such person be demoted, fired, suspended or otherwise disciplined for making such report.

## **Section 12. Electronic Mail.**

- A. ***Electronic Mail Record.*** No record shall be deemed to be an open record simply because such record is in the format of electronic mail or other electronic format and shall be subject to all provisions allowing for closure as may be provided by law.
- B. ***Electronic Mail Threads.*** In lieu of retaining each email record in a series (sometimes called a “chain” or “thread”), the Custodian may retain only the “response” email record if that response contains the original email text and any attachments as well as the origin of the email including date and time (i.e., the response contains all the information contained in the original email record).

## **Section 13. Board Will Provide Information by Electronic Services When Possible.**

Access to any Board public record kept in an electronic format will, whenever feasible, be provided to members of the public in an electronic format. The Board will attempt to make information available in usable electronic formats to the greatest extent feasible. The activities authorized pursuant to this Section 13 shall not take priority over the primary responsibilities of the Board.

**RESOLUTION TO RATIFY CONTRACT FOR LEGAL SERVICES**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**Resolution No. 2025-05**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, a Contract for Legal Services has been signed to engage Christopher B. Graville and The Graville Law Firm as the interim outside general counsel of the Board; and

**WHEREAS**, the Board desires to ratify the Contract for Legal Services, attached hereto as Exhibit A.

**BE IT RESOLVED:** That the Board ratifies the Contract for Legal Services to engage Christopher B. Graville and The Graville Law Firm as the interim outside general counsel of the Board, attached hereto and incorporated herein as Exhibit A.

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**

## CONTRACT FOR LEGAL SERVICES

This Contract For Legal Services (the "Contract") is made and effective as of this 2<sup>nd</sup> day of July, 2025 (the "Effective Date"), by and between the St. Louis City Board of Police Commissioners (the "Board") and Christopher B. Graville and The Graville Law Firm, LLC, collectively with staff, outside counsel, other agents, and vendors (collectively the "Firm").

**WHEREAS**, Christopher B. Graville ("Graville") has been selected to serve as interim outside general counsel to the Board; and

**WHEREAS**, Graville is the owner and an attorney with the Firm; and

**WHEREAS**, the Board desires to engage the Firm to provide interim legal services for the Board.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. As of the Effective Date, Graville and the Firm are hereby engaged to perform legal services for the Board, which engagement shall continue at the pleasure of the Board, until terminated by the Board or the Firm.
2. License. Graville and attorneys of the Firm shall be duly licensed to practice law in the courts of the State of Missouri.
3. Designated Roles for Attorneys. From time to time, the Firm may designate specific Firm attorneys to provide services as assistant outside general counsel with respect to specific aspects of the Board's functions including, but not limited to, R.S.Mo. § 610 et seq., R.S.Mo. § 590.502, employment matters, and parliamentary procedure.
4. Legal Services. Graville and the Firm shall provide legal services to the Board including, but not limited to, the following:
  - a. Attendance at Board meetings, subcommittees meetings (upon request), and other public meetings, as directed by the Board;
  - b. Review and preparation of resolutions, contracts, policies, manuals, and other documents;
  - c. Telephone conferences, email correspondence, and in-person meetings with the Board and Board officers or staff relating to various legal matters;
  - d. Legal research and advice with regard to various legal issues impacting the Board;
  - e. Representation of the Board before federal or state courts, boards, commissions, agencies, or other governmental bodies in litigation, administrative matters, or other claims, and disputes (collectively "Litigation Matters"); and
  - f. Other matters as directed by the Board or appropriate officers.



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5. Charges for General Legal Services. For legal services provided to the Board, except for Litigation Matters described in Section 4 above, the hourly rates for calendar year 2025 are as follows:
  - a. Partners are billed at \$275.00 per hour;
  - b. Associate Attorneys are billed at \$250.00 per hour;
  - c. Paralegals are billed at \$100.00 per hour;
  - d. Law Clerks are billed at \$75.00 per hour.
6. Charges for Litigation Matters. For Litigation Matters described in Section 4 above, the hourly rates for calendar year 2025 are as follows:
  - a. Partners are billed at \$390.00 per hour;
  - b. Associate Attorneys are billed at \$350.00 per hour;
  - c. Paralegals are billed at \$125.00 per hour;
  - d. Law Clerks are billed at \$100.00 per hour.
7. Rate Increases. Prior to the beginning of each calendar year, the Firm will provide notice to the Board of any increase in its billing rates for the following year. Any increase in fees greater than 5% must be approved by the Board.
8. Billing Procedures. The Firm's bills will be submitted monthly unless the parties agree to an alternative arrangement. All bills will include a detailed statement describing the services performed, the time expended each day and for the entire period by each attorney, paralegal, or law clerk, and the hourly rates charged. Reimbursable expenses included on each bill will also be broken down by category. The Firm will maintain back-up documentation for all expenses for the Board's review as may be necessary. In the event the Firm forwards invoices for certain expense to be paid directly by the Board, the Firm will transmit such invoices with any available back-up documentation and a written explanation for the purpose of such expense. The Board shall render payment for monthly bills received from the Firm and approved by the Board within thirty (30) days of receipt. The Board has agreed to be billed on a quarter (0.25) per hour basis. The time charged will include the time Graville and Firm attorneys spend on telephone calls relating to the Board, including calls with members of the Board, officers, and staff, opposing counsel, and any third parties or governmental entities. The legal personnel providing legal services to the Board may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. From time to time, as appropriate, the Firm may elect to delegate tasks to vendors, staff, outside counsel and other agents within the Firm's discretion. The fees of these persons will be assessed to the Board.
9. Cash Outlays. The Board shall reimburse the Firm for its normal cash outlays and costs including:
  - a. Travel expenses including transportation, food and lodging while on Board business away from St. Louis County and/or the City of St. Louis, when such travel

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has been approved in advance by the Board;

- b. Special courier or messenger services when required;
- c. Photocopy or document reproduction costs when required by the Board for use in legal proceedings, administrative proceedings, or other Litigation Matters;
- d. Any filing fees, process server fees, witness fees, or other fees and expenses customarily incurred in Litigation Matters.

10. Right of Termination. The Board and the Firm shall have the right to immediately terminate this Contract in its entirety at any time with or without cause.

11. E-mail Communications. There will be times when Graville and the Firm will communicate with the Board, officers and staff by e-mail. By signing this agreement, you consent to Graville and the Firm using e-mail as an appropriate means of communication. Graville and the Firm will use reasonable means to protect the security and confidentiality of e-mail information sent and received, however, the use of e-mail may result in the inadvertent disclosure of confidential information. While we will endeavor to avoid such inadvertent disclosure, we cannot guarantee that it may not occur, since it might be unlawfully intercepted. If the Board does not wish us to communicate in such a manner, then please advise us in writing.

12. Insurance. The Firm shall carry and maintain a malpractice insurance policy of at least one million dollars (\$1,000,000.00) covering services rendered to the Board.

13. Identification of Client. The Board acknowledges and understands that our client in this representation is the Board, not any individual member, officer, or staff personally.

14. Publicity. The Board expressly consents and authorizes Graville and the Firm to include on its website or any other material of the Firm that the Board is a client of the Firm. After termination of this Agreement, Graville and the Firm are authorized to refer to the Board as a former client of Graville and the Firm during the years of services rendered.

15. Estimates. Any estimates as to the costs of services should be considered as estimates, and not as predictions, promises, or guarantees. Fees for services are based upon the number of hours spent by Graville and the Firm's attorneys, paralegals, and law clerks.

16. File Retention. The Firm will not maintain a hard paper file for your legal matters (unless the document has independent legal significance or intrinsic value such as an original deed, an original will, etc.) given the cost of storage and environmental considerations. However, the Firm will maintain an electronic legal file for your matters, which it will furnish to you at any time during, upon the conclusion of, or after conclusion of, this matter upon request. By signing this agreement, you consent to the Firm maintaining only an electronic legal file for your matters. You agree that the Firm may destroy any maintained files as permitted by the then applicable Rules of Professional Conduct.

17. Miscellaneous.

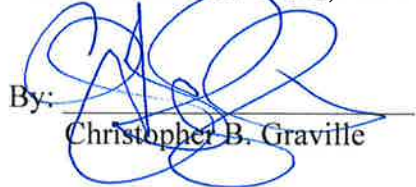
- a. Severability. The provisions of this Contract shall be deemed severable.

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- b. Headings. The headings and captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract or any provision hereof.
- c. Entire Agreement and Amendments. The parties hereto agree that this Contract shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Contract have been made by the parties. This Contract shall be amended only in writing and effective when signed by the duly authorized agents of the parties.
- d. Counterparts. This contract may be executed in multiple counterparts.
- e. Governing Law. The laws of the State of Missouri shall govern the interpretation of this Contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

**The Graville Law Firm, LLC**

By:   
Christopher B. Graville

**St. Louis City Board of Police Commissioners**

By:   
Name: Derek Winters  
Title: Transition Director

**RESOLUTION TO ADOPT REGULAR MEETING SCHEDULE**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**Resolution No. 2025-06**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, the Board desires to set regularly scheduled meetings; and

**WHEREAS**, these regularly scheduled meetings do not preclude the Board from scheduling additional meetings.

**BE IT RESOLVED:** That the Board shall meet on the first Wednesday of each month at 9:00 am at the St. Louis Police Department.

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 17th day of July, 2025.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**



## First Amended and Restated Customer Services Agreement

### INTRODUCTION

This First Amended and Restated Customer Services Agreement (“Service Agreement”) defines the levels of service that the City of St. Louis Police Department (“Client”) will receive from Utility Associates, Inc. (“UA” or “Supplier”). This Service Agreement amends and restates the Customer Services Agreement (“Original Service Agreement”) executed by and between the Client and UA as of July 1, 2020.

### Recitals

**WHEREAS**, the Client and UA entered into the Original Service Agreement for UA to provide, maintain, and support certain IT equipment, software, and services (the “System”) for the Client’s use during the Term, as defined therein, of the Original Service Agreement;

**WHEREAS**, the Client and UA wish to amend and renew the Term of the Original Service Agreement to ensure the System continues to be available to Client for an additional [REDACTED] period from the end of the Term set forth in the Original Service Agreement;

**WHEREAS**, UA provided Client Sales Quote # [REDACTED], dated June [REDACTED], 2025, (“Quote”) detailing the scope of the System to be provided by UA and associated Payment Schedule, as set forth and defined therein, for the First Renewal Term, as defined herein; and,

**WHEREAS**, any modification or amendment to the terms and conditions of the Original Service Agreement shall be made in writing and signed by both parties.

**NOW, THEREFORE**, in consideration of the terms, conditions, and mutual covenants to be kept and performed under this Service Agreement, the parties agree as follows:

### Purpose

The Client depends on IT equipment, software and services (the “System”) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This Service Agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the System.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

### SCOPE

#### Parties

This Service Agreement is between:

The Client:	The Supplier:
St. Louis Metropolitan Police Department	Utility Associates Inc.
	250 E. Ponce De Leon Avenue Suite 700

1915 Olive Professional Standards St. Louis, MO 63103	Decatur, GA 30030
Key Contact: Major Janice Bockstruck <a href="mailto:jybockstruck@SLMPD.ORG">jybockstruck@SLMPD.ORG</a>	Key Contact: Amanda A. Havice 800-597-4707 <a href="mailto:contracts@utility.com">contracts@utility.com</a>

## Dates and Reviews

The date indicated on an offer letter provided to Client by UA shall not function as an effective date.

This Service Agreement may be revised at any point by mutual written agreement of the parties, including if there are any changes to the Client's system.

## Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services identified in the Original Service Agreement which comprises the System. This list may be updated at any time with the written agreement of both the Client and Supplier. The System shall be licensed to the Client for the Term of this Service Agreement and includes a limited right to use the associated hardware and equipment through the Term of this Service Agreement. No other right, title, or interest in the associated hardware and/or equipment shall transfer to the Client.

## Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This Service Agreement does not apply to:

- Any equipment, software, services or other parts of the System not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Service Agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the System's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This Service Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

## RESPONSIBILITIES

### Supplier Responsibilities



The Supplier will provide and maintain the System used by the Client. This Service Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

## Client Responsibilities

The Client will use the Supplier-provided System as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Service Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

## GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

### Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours



3	4 Hours	4 Hours	8 Hours	16 Hours
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## Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

## RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

## SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Service Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by written agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Service Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Service Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Service Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Service Agreement upon thirty (30) days written notice to UA. During the term of this Service Agreement, if UA upgrades the version of the Services





Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the “Excusable Downtime”):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. Uniforms will be governed by the terms of the Original Service Agreement.

## USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the “License”), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement (“EULA”), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Service Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure



or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 Client Data Ownership and Retention. The System captures, generates and creates images, video and other related media (“Data”). Except as otherwise stated herein, Client shall retain all right, title and interest in Data captured, generated or created by or through the Client’s use of the System for its internal business purposes (“Client Data”). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data’s date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data’s or Client Data’s capture, generation, or creation. Client’s access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client’s request for access. Any amendment or modification of this Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System’s Automated License Plate Reader (“ALPR”) functionality shall be a separately defined and classified type of Data (“ALPR Data”). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client’s use of the System for its internal business purposes (“Client ALPR Data”). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client’s ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data’s date of generation or creation after which time ALPR Data shall be deleted.

2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client’s state (“Other LEAs”). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client’s state. Access to additional, out-of-state ALPR Data may be provided upon Client’s request and Other LEA’s acceptance.

2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs’ ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client’s ALPR Data and Client’s access to Other LEAs’ ALPR Data no later than five (5) business days after receipt of such notice from Client.

2.4.4 ALPR Data Indemnification. Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney’s fees) in connection with any claim or action that arises from Client’s sharing, use or access of ALPR Data in connection with its use of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

## **FEES AND PAYMENT TERMS**

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay Service usage fees (“Fees”) as provided in the Client Sales Quote. Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA (“Taxes”). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA



may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

## **REPRESENTATIONS AND WARRANTIES**

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the Service Agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Service Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or



functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

## CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term “Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Service Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Service Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to



such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Service Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Service Agreement and for a period of five (5) years thereafter.

## INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to





or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

## PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

## TERM AND TERMINATION

8.1 Term. The term of the Original Service Agreement (the "Term") commenced on July 1, 2020 for an initial term of five (5) years thereafter. On July 1, 2025, the Term shall renew for an additional [REDACTED] period (the "First Renewal Term").

8.2 Termination Generally. Either party may immediately terminate this Service Agreement in the event that:

- a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

8.3 Termination or Suspension for Nonpayment. If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service and/or use of the System.

8.4 Subject to Appropriations. If Client's governing body fails to appropriate sufficient monies in any fiscal period for payments coming due under this Service Agreement under the next succeeding fiscal period for any equipment, software, or services provided by UA pursuant to this Service Agreement, then a Non-Appropriation shall be deemed to have occurred. In the event of a Non-Appropriation, Client shall give UA immediate notice of such Non-Appropriation and provide written notice of such failure by Client's governing body at least ten (10) days prior to the end of the then current fiscal year and shall return to UA all equipment provided to Client pursuant to this Service Agreement. Client acknowledges and agrees that, in the event of a Non-Appropriation termination of this Service Agreement, Client shall not purchase, lease, rent, or seek appropriation for the same or substantially similar equipment, software, or services as provided pursuant to this Service Agreement from any other entity for a period of one (1) year from the date of such Non-Appropriation termination.



8.5 Termination Process and Survival. Upon the termination or expiration of this Service Agreement for any reason, access to and use of the Service and/or System shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the date of termination or expiration and shall return to UA all equipment and/or hardware provided to Client pursuant to this Service Agreement. UA shall have no further obligations to Client after the date of termination or expiration of this Service Agreement. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Service Agreement for any reason.

## MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Service Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in the City of St. Louis, Missouri.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS SERVICE AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Service Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Service Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 Severability. If any provision of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Service Agreement.

9.9 Unauthorized Alien Employees. As a condition for the award of this Service Agreement, UA shall, pursuant to the provisions of RSMo., Sections 285.530 through 285.555, affirm its enrollment and participation in a federal



work authorization program with respect to the employees working in connection with this Service Agreement, and so affirming same by sworn affidavit (attached hereto as Exhibit B) and provision of supporting documentation.

9.10 Living Wage. UA shall comply with the applicable provisions of the City's Living Wage Ordinance No. 65597.

9.11 Insurance. UA shall procure and maintain, at UA's expense, the following insurance coverage for the Term, including any Renewal Term, of this Agreement. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to Client prior to the execution of this Agreement:

- a) General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$3,000,000.00 general aggregate
- b) Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit
- c) Worker's Compensation Insurance as required by the State of Missouri.

Insurance policies provided shall name "St. Louis Metropolitan Police Department Board of Police Commissioners" as an additional insured to the policy, and all policy coverage shall be primary and non-contributory. UA's insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in AM. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>).

9.12 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.13 Entire Service Agreement. This Service Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Service Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

*[Signatures on Following Page]*





IN WITNESS WHEREOF, UA and Client have executed this Service Agreement as of the date set forth below. All signed copies of this Service Agreement shall be deemed originals.

**Signed on behalf of The Supplier:**

By:

Printed  
Name:

Title:

Date:

**Signed on behalf of The Client:**

St. Louis Metropolitan Police Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer	City of St. Louis MO Police
Date	6/26/2025
Sales Quote#	135454
Expires	7/7/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

**Bill To**

City of St. Louis MO Police  
Tim Sullivan  
tsullivan@slmpd.org

**Ship To**

Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
United States

Item	Description	Quantity	Price Each	Amount
EOS-ICV-H/S-5	EOS Body Camera and Mount, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support - 5 Years: The coverage period is 7/1/2025 through 6/30/2030 (60 mos).	200		\$2,928,000.00
	SO#19458 / Inv#31662 / PO# Offer Letter			
EOS-H/S-5	EOS Camera and Mount, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 7/1/2025 through 6/30/2030 (60 mos).	600		\$3,792,000.00
	SO#19458 / Inv#31662 / PO# Offer Letter			
SWP-H/S-5	High-Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is July 1, 2025, through June 30, 2030 (60 months).	8		\$126,400.00
	SO#19458 / Inv#31662 / PO# Offer Letter			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.  
Please forward all inquiries to [clientsuccess@utility.com](mailto:clientsuccess@utility.com)



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Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
United States

Item	Description	Quantity	Price Each	Amount
ICV-H/S-5	In-car Video System with Rocket High-Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support and Training - 5 Years: The coverage period is July 1, 2025, through June 30, 2030 (60 mos).	24		\$310,560.00
	SO#39183/ Inv#41484 / PO#550000			
ICV-H/S-5	In-car Video System with Rocket High-Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support and Training - 5 Years: The coverage period is July 1, 2025, through June 30, 2030 (60 mos).	51		\$659,940.00
	SO#46075/ Inv#44057/ PO#650000-569999			
EOS-Refresh	Body Camera Hardware Refresh - Includes Charging Cables, Case, Holster, and Screen Protector	800	\$900.00	\$720,000.00
EOS-SPARE	Body Camera HaaS - Spare Pool	16	\$0.00	\$0.00
CAD-S-5	CAD Activation SaaS - 5 Years: The coverage period is July 1, 2025, through June 30, 2030 (60 mos).	800	\$900.00	\$720,000.00

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## Bill To

City of St. Louis MO Police  
Tim Sullivan  
tsullivan@slmpd.org

## Ship To

Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
United States

Item	Description	Quantity	Price Each	Amount
RIOT-H-Q151-FrontCam	ACTI Front Camera (4mm)	275	\$0.00	\$0.00
RIOT-H-8000024-KIT	UTILITY UPS for XLE Battery Back-Up	275	\$0.00	\$0.00
SER-S-5100	3rd Party Data Storage - 2 TB per Year	10	\$750.00	\$7,500.00
Description	<b>Payment Schedule: Paid to UAI Over the Life of this Agreement:</b>  <b>Payment 1 - Due NET 30 From Signature/ PO Issuance Date: \$1,426,717.60</b> <b>Payment 2: Due on July 1, 2026: \$1,426,717.60</b> <b>Payment 3: Due on July 1, 2027: \$1,426,717.60</b> <b>Payment 4: Due on July 1, 2028: \$1,426,717.60</b> <b>Payment 5: Due on July 1, 2029: \$1,426,717.60</b>  <b>Total: \$7,133,588</b>			
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			

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## Bill To

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Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
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Customer	City of St. Louis MO Police
Date	6/26/2025
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Expires	7/7/2025
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PO#	
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<b>Subtotal</b>	\$9,264,400.00
<b>Discount</b>	(\$2,130,812.00)
<b>Subtotal</b>	\$7,133,588.00
<b>Sales Tax (%)</b>	\$0.00
<b>Total</b>	\$7,133,588.00

Mr. Winters,

As requested, I have attached quotes for renewal and continuity of all current **Utility** products and services for 5 years, 6 years and 10 years.

The attached quotes reflect the following:

**\* 5 Years with a 23% discount at \$7,386,650.27** (*Holster Sensors for Tasers are included*) - The 5 Year quote that SLMPD has in hand, dated 6/13/25, only reflects a 22% discount and does NOT include an addition of 800 Holster Sensors for Tasers which were requested for quote earlier this week by Mr. Cliff Harper at SLMPD, copied.

**\*6 Years with a 25% discount at \$8,280,847.80** (*Holster Sensors for Tasers are included*)

**\*10 Years with a 26% discount at \$12,201,294.82** (*Holster Sensors for Tasers are included*)

The additional benefits of the longer-term quotes include a guarantee of **NO PRICE INCREASE** for the entire length of the agreement for up to ten years, which will aid in budget forecasting and will capture additional cost-savings as market prices increase over the time. Please contact me with any questions.

Respectfully submitted,



**Jason Dombkowski**

Government Relations Director, **Utility**  
Chief of Police (Ret) | FBINA 245

 765-404-1964 

[utility.com](http://utility.com)

 [jdombkowski@utility.com](mailto:jdombkowski@utility.com)

 [facebook](#)  [instagram](#)  [linkedin](#)  [youtube](#)



# Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer	City of St. Louis MO Police
Date	6/12/2025
Sales Quote#	135423
Expires	6/30/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

**Bill To**

City of St. Louis MO Police  
Tim Sullivan  
tsullivan@slmpd.org

**Ship To**

Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
United States

Item	Description	Quantity	Price Each	Amount
EOS-ICV-H/S-3	EOS Camera and Mount, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	200		\$2,083,200.00
	SO#19458 / Inv#31662 / PO# Offer Letter			
EOS-H/S-3	EOS Camera and Mount, Holster Sensor, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	600		\$2,604,000.00
	SO#19458 / Inv#31662 / PO# Offer Letter			
SWP-H/S-3	High Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	8		\$106,560.00
	SO#19458 / Inv#31662 / PO# Offer Letter			

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Item	Description	Quantity	Price Each	Amount
ICV-H/S-3	In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	24		\$221,856.00
	SO#39183/ Inv#41484 / PO#550000			
ICV-H/S-3	In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	51		\$471,444.00
	SO#46075/ Inv#44057/ PO#650000-569999			
EOS-Refresh	Body Camera Hardware Refresh - Includes Charging Cables, Case, Holster, and Screen Protector	800	\$900.00	\$720,000.00
EOS-SPARE	Body Camera HaaS - Spare Pool	16	\$0.00	\$0.00
CAD-S-3	CAD Activation SaaS - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	800	\$540.00	\$432,000.00
RIOT-H-Q151-FrontCam	ACTI Front Camera (4mm)	275	\$0.00	\$0.00

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Item	Description	Quantity	Price Each	Amount
RIOT-H-8000024-KIT	UTILITY UPS for XLE Battery Back-Up	275	\$0.00	\$0.00
ALPR-H	ROCKET ALPR HaaS	10	\$1,335.80	\$13,358.00
ALPR-S-3	ROCKET ALPR SaaS - 3 Years: The coverage period is 7/1/2025 through 6/30/2028 (36 mos).	10	\$5,614.03	\$56,140.30
SER-S-5100	3rd Party Data Storage - 2 TB per Year	6	\$750.00	\$4,500.00
HS-H	Taser Holster Sensor HaaS	800	\$300.00	\$240,000.00
Description	<b>Payment Schedule: Paid to UAI Over the Life of this Agreement:</b>  <b>Payment 1 - Due NET 30 From Signature/ PO Issuance Date: \$2,016,386.90</b> <b>Payment 2: Due on July 1, 2026: \$2,016,386.90</b> <b>Payment 3: Due on July 1, 2027: \$2,016,386.92</b>  <b>Total: \$6,049,160.72</b>			
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.  
Please forward all inquiries to [clientsuccess@utility.com](mailto:clientsuccess@utility.com)



# Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
[www.utility.com](http://www.utility.com)

**Bill To**

City of St. Louis MO Police  
Tim Sullivan  
[tsullivan@slmpd.org](mailto:tsullivan@slmpd.org)

**Ship To**

Saint Louis Metropolitan PD  
1915 Olive Street  
Saint Louis MO 63103  
United States

**Customer**

City of St. Louis MO  
Police

**Date**

6/12/2025

**Sales Quote#**

135423

**Expires**

6/30/2025

**Sales Rep**

Dahlia Blake

**PO#****Terms**

Net 30

---

<b>Subtotal</b>	\$6,953,058.30
<b>Discount</b>	(\$903,897.58)
<b>Subtotal</b>	\$6,049,160.72
<b>Sales Tax (%)</b>	\$0.00
<b>Total</b>	\$6,049,160.72

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to [clientsuccess@utility.com](mailto:clientsuccess@utility.com)



TISHAURA O. JONES, MAYOR  
CITY OF ST. LOUIS

**BOARD OF STANDARDIZATION**

**Darlene Green**  
*President*

**Richard T. Bradley, P.E.**  
*Vice-President*

**Chris Carter**  
*Secretary*

December 31, 2024

**TO:** City Counselor, Darlene Green, Comptroller

**FROM:** Board of Standardization  
(L C Price -622-4369/#324 City Hall)

**SUBJECT:** *Contract*

**Contract Being Walked Through  
Please Expedite**

<b>CONTRACT INFORMATION</b>	
<b>Attached is a Contract for:</b>	<b>BODY WORN CAMERAS AND TRAINING</b>
<b>Vendor Name/Address:</b>	<b>ROBERT E. DRISCOLL JR AXXON ENTERPRISE INC 17800 N. 85<sup>TH</sup> STREET SCOTTSDALE, AZ 85255</b>
<b>Duration of Contract:</b>	<b>Five Years from Date of Award</b>

**NOTE:** After contract has been signed, please contact  
622-4369 for pickup. Thanks.

# ROUTE SHEET FOR CONTRACT AWARD

CJL  
12/31/24

Contract Name	<b>CONTRACT - BODY WORN CAMERAS AND TRAINING – 2025BID000124</b>		
Buyer / Date	Tannia Daley Tracey / 12-30-2024	Estimated Annual Usage	<b>\$16,237,734.36</b>
Duration of Contract	Date of Award through January, 2030	Current Contract Expired	N/A

Vendors who received the bid	Bid Submitted	M/WBE Vendor	M/WBE Form	Buy American	Tax Form	SAM	Surety	Anti Dis. Israel Act
1. UTILITY ASSOCIATES INC.	✓	✓	✓	✓	✓	✓	✓	✓
2. AXON ENTERPRISE INC	✓	✓	✓	✓	✓	✓	✓	✓

Recommendation: On behalf of the City of St. Louis, Supply Division propose an award to Axon Enterprise Inc that responded to all line items on the bid product specification. Breakdown based on spreadsheet. This award is to establish a new contract for the body worn camera and training.

## ESTIMATED AWARD

## BOND AMOUNT

AXON ENTERPRISE INC

\$16,237,734.36

N/A

**Total Award**

**\$16,237,734.36**

*This award saves the City of St. Louis \$3,689,828.64 because Utility Associates Inc. line items at cost price are more expensive, coupled with the fact they did not respond to all the products.*



## REQUIRED FORMS

On the next pages, please find completed forms, as required.

**BID PROPOSAL / AWARD FOR: BODY WORN CAMERAS AND TRAINING**

**BIDDERS MUST RETURN ALL PAGES OF THE BID AND SUBMIT ONE ORIGINAL AND ONE COPY.**

PRE-BID MTG HELD ON: N/A BID OPENING AT 12:00 NOON ON: DECEMBER 19, 2024

BUYER/MGR: TANNIA DALEY TRACEY PHONE: 314-622-4716 E-MAIL: TRACEYT@STLOUIS-MO.GOV

TO THE DIRECTOR OF PROCUREMENT (SUPPLY COMMISSIONER), CITY OF ST. LOUIS, MISSOURI:

We the undersigned, in answer to your advertisement of 12/10/24 agree to furnish The City of St. Louis with the requirements of this bid in accordance with our bid proposal. The term of this contract will be for Five Years from Date of Award. There may be an option to extend, in writing, the original term of this contract. This contract will be subject to all bid conditions, per the attached bid specifications, instructions and conditions; and at the prices set forth on the pages of the bid proposal. **\*ATTENTION: PLEASE NOTE ALL ITEMS, BIDS OR CONTRACTS WILL BE AWARDED BASED ON THE OFFICIAL SPECIFICATIONS PROVIDED BY THE SUPPLY DIVISION ONLY, AND ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER, E-MAIL, OR FAX) ADDRESSED ONLY TO A SUPPLY DIVISION BUYER. THE DEPUTY SUPPLY COMMISSIONER OR THE DIRECTOR OF PROCUREMENT.**

FIRM NAME: Axon Enterprise, Inc. TELEPHONE NUMBER: (    ) 800.978.2737  
PRINCIPAL OF FIRM - PRINT NAME: Robert E. Driscoll, Jr. SIGNATURE OF PRINCIPAL: [Signature]  
ADDRESS: 17800 N. 85th Street FAX NUMBER: (    ) 480.991.0791  
CITY: Scottsdale STATE: AZ ZIP CODE: 85255  
FEDERAL IDENTIFICATION NUMBER: 86-0741227 DATE BID SUBMITTED: 12/23/24

**DO NOT WRITE BELOW THIS LINE (FOR CITY OF ST. LOUIS USE ONLY)**

<b>BOARD OF STANDARDIZATION FOR CONTRACT USE ONLY</b>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
DATE <u>12/31/24</u>

ACCEPTED:

DATE: 12/31/24

[Signature]  
DIR. PROCUREMENT (SUPPLY COMMISSIONER)  
CITY OF ST. LOUIS

CERTIFICATION CHARTER ART. XV § 29 - A FUND IS  
APPLICABLE FOR THE PAYMENT HEREOF/ ACCEPTED:

[Signature] 1/22/25  
COMPTROLLER, CITY OF ST. LOUIS / DATE

APPROVED AS TO FORM:

[Signature] 01/15/25  
CITY COUNSELOR, CITY OF ST. LOUIS / DATE

[Signature] 01/22/2025  
REGISTER, CITY OF ST. LOUIS / DATE

COMPTROLLER'S OFFICE DOCUMENT # 86184

ORIGINAL

TO: COLLECTOR OF REVENUE  
ROOM 410, CITY HALL

LICENSE COLLECTOR  
ROOM 104, CITY HALL

FROM: DEPARTMENT Supply Division

DEPARTMENT                       
ROOM NO./BUILDING Rm 324, City Hall

TELEPHONE NO./EXT. 314-622-4716

ROOM NO./BUILDING \_\_\_\_\_  
CITY CONTACT PERSON (PLEASE PRINT) Tannia Daley Tracey

BUSINESS NAME Axon Enterprise INC.

BUSINESS NAME Axon Enterprise Inc.  
OCCUPATION/PROFESSION Technology and Equipment Company  
355 N. 25th Street CITY Scottsdale

OCCUPATION/PROFESSION \_\_\_\_\_  
BUSINESS ADDRESS 17800 N. 85th Street

CITY Scottsdale STATE AZ ZIP 85255

F.I.D./S.S.N. 86-0741227

TELEPHONE NO. 1-800-978-2737

TYPE OF CONTRACT

☐ SALES

## SERVICES

☒ BOTH

TYPE OF PRODUCT OR SERVICE

Technology equipment and training - Vendor out of State - orders placed by mail or phone - delivery by common carrier.

TYPE OF PRODUCT OR SERVICE \_\_\_\_\_

IF SERVICE RENDERED, PERFORMANCE WILL BE ☐ INSIDE CITY LIMITS ☒ OUTSIDE CITY LIMITS

DOES SERVICE CALLS IN THE CITY? ☐ YES ☒ NO

IF SERVICE RENDERED, PERFORMANCE WILL BE ☐ OUTSIDE CITY ☐ INSIDE CITY ☐ YES ☒ NO

DOES VENDOR DELIVER PRODUCT OR MAKE SALES/SERVICE CALLS IN THE CITY? ☐ YES ☒ NO

ROOM 104, CITY HALL

COLLECTOR OF REVENUE ROOM 410 CITY HALL

Date Received

TAX DELINQUENCIES

Earnings Tax Withholding	<u>Year</u>	<u>Quarter</u>
--------------------------	-------------	----------------

Annual E-234 Year

	Year	Quarter
Payroll Expense Tax		

☐ Reconciliation Report  
(W-3 Form) Year

☐ Personal Property Tax \_\_\_\_\_ Year

☐ Not on current Earnings Tax Rolls

☐ Not on current Personal Property Tax Rolls

☒ APPROVED Date 12-5 By 55

☐ REJECTED Date \_\_\_\_\_ By \_\_\_\_\_

LICENSE COLLECTOR ROOM 104, CITY HALL

Date Received

12/31/2024

PAID	EXEMPT	DELINQUENT	NEEDS LICENSE

### Manufacturer's Tax

**Business License**

Other

Remarks

APPROVED BY

REJECTED BY

Date \_\_\_\_\_



# AXON ENTERPRISE, INC.

Unique Entity ID <b>TBW7MGPYURM7</b>	CAGE / NCAGE <b>1WHR1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 29, 2025</b>	
Physical Address <b>17800, North 85TH Street Scottsdale, Arizona 85255-6311 United States</b>	Mailing Address <b>17800 N 85TH Street Scottsdale, Arizona 85255-6311 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Arizona 01</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>https://www.axon.com</b>

## Registration Dates

Activation Date <b>Oct 29, 2024</b>	Submission Date <b>Oct 29, 2024</b>	Initial Registration Date <b>Dec 13, 2001</b>
--	--	--

## Entity Dates

Entity Start Date <b>Jan 5, 2001</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2, C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Extension Summary

### Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Manufacturer of Goods</b>
Profit Structure <b>For Profit Organization</b>		

## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments  
Yes

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
1WHR1

## Point of Contact

### Electronic Business

Christopher Burrell

17800 N 85TH Street  
Scottsdale, Arizona 85255  
United States

Brianna Groh

17800 N 85TH ST  
Scottsdale, Arizona 85255  
United States

### Government Business

Christopher Burrell

17800 N 85TH Street  
Scottsdale, Arizona 85255  
United States

Sumegh Sodani

17800 N 85TH ST  
Scottsdale, Arizona 85255  
United States

### Past Performance

Sumegh Sodani

17800 N 85TH ST  
Scottsdale, Arizona 85255  
United States

## Service Classifications

### NAICS Codes

Primary  
Yes

NAICS Codes

334310

332994

332999

334111

334112

334210

334220

335999

336411

423410

518210

611420

611699

NAICS Title

Audio And Video Equipment Manufacturing

Small Arms, Ordnance, And Ordnance Accessories Manufacturing

All Other Miscellaneous Fabricated Metal Product Manufacturing

Electronic Computer Manufacturing

Computer Storage Device Manufacturing

Telephone Apparatus Manufacturing

Radio And Television Broadcasting And Wireless Communications  
Equipment Manufacturing

All Other Miscellaneous Electrical Equipment And Component  
Manufacturing

Aircraft Manufacturing

Photographic Equipment And Supplies Merchant Wholesalers

Computing Infrastructure Providers, Data Processing, Web  
Hosting, And Related Services

Computer Training

All Other Miscellaneous Schools And Instruction



**Product and Service Codes**

PSC	PSC Name
1095	Miscellaneous Weapons
2590	Miscellaneous Vehicular Components
5836	Video Recording And Reproducing Equipment
6710	Cameras, Motion Picture
DA10	It And Telecom - Business Application/Application Development Software As A Service
DE11	It And Telecom - Mobile Device As A Service
DK10	It And Telecom - Storage As A Service

**Disaster Response**

This entity does not appear in the disaster response registry.

## SUPPLIERS

CONTRACT - BODY WORN CAMERAS AND  
TRAINING - 2025BID000124

UTILITY ASSOCIATES INC.

## CATALOG

Categories (includes items not listed in the Core Items)	% off Catalog / Mfg List Price
Teaser Energy Weapons	NO BID
Body Worn Cameras	NO BID
In-Car Camera Systems	NO BID
Automatic Sensors	NO BID
VR Training	NO BID
Axon Evidence Digital Evidence Management	NO BID

AXON ENTERPRISE INC.

## CATALOG

Categories (includes items not listed in the Core Items)	% off Catalog / Mfg List Price
Teaser Energy Weapons	battery packs, holster, dock & wall mount, 33 spare accessories
Body Worn Cameras	All including certification and city earnings for 3 years Rapid lock camera mounts, 125 docks, wall mounts & accessories, 33 spare cameras, 100 spare mounts
In-Car Camera Systems	3 camera kits, wide-angle HD20 Routers, signal units, ethernet antennas, 3-camera kit w/ signal
Automatic Sensors	Signal ultrasonic sensors, spare batteries
VR Training	Three user access licenses
Axon Evidence Digital Evidence Management	Axon Evidence Lessons for all users, video for all users, video for all users, unlimited storage

Minimum Order Quantity (MOQ): NO MOQ

Delivery: 7 DAYS ARO Days After Receipt of Order (A.R.O.)

Delivery Charges: WAIVED

NOTE: USING DEPARTMENT WILL SEND REQUESTS ON A AS NEEDED BASIS.

TRAINING AND IMPLEMENTATION INSTRUCTOR COURSE, VOUCHER INSTRUCTOR SCHOOL, VOUCHERS

WARRANTIES YEARS

AXON ENTERPRISE INC.

Bidding/Brand/Product Description	UNO	Price	Est. Price	Comments
AXON BODY & BODY WORN CAMERAS	Each	\$1,362.36	\$1,362,360.36	
TRAKERS TO BUNDLES	Each	\$12,045.06	\$12,045,060.00	
AXON FLEET 3: IN CAR CAMERAS	Each	\$9,494.37	\$2,850,311.00	
TRAINING	Each	\$0.00	\$0.00	INCLUDED

\$16,237,734.36

\$16,237,734.36

\$16,237,734.36

\$16,237,734.36

\$16,237,734.36

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\$16,237,734.36

\$16,237,734.36



Tracey, Tannia &lt;traceyt@stlouis-mo.gov&gt;

**CONTRACT - BODY WORN CAMERAS AND TRAINING**

2 messages

Mon, Dec 30, 2024 at 3:23 PM

Tracey, Tannia &lt;traceyt@stlouis-mo.gov&gt;

To: "Chitwood, Daniel C" &lt;dcchitwood@slmpd.org&gt;, Jack Tucker &lt;JTucker@slmpd.org&gt;, "Sullivan, Timothy M"

&lt;tsullivan@slmpd.org&gt;, "Cintron, Monet C" &lt;mccintron@slmpd.org&gt;

Cc: Chris Carter &lt;carterch@stlouis-mo.gov&gt;

Good Afternoon,

Attached is the bid (s) received for the **"CONTRACT - BODY WORN CAMERAS AND TRAINING"**, as per bid **2025BID000124**. An associated bid tabulation is also attached.

Is the lower responsive bid from **AXON ENTERPRISE INC**, in the amount as stated on bid tabulation acceptable? If NOT, please provide written justification to support your requirements for the more competitive contract bid.

A favorable response is needed **AS SOON AS POSSIBLE**.

Kind regards,  
**Tannia Daley Tracey**  
 Deputy Supply Commissioner

City of St Louis | Supply Division  
 1200 Market Street RM 324 | St Louis, MO 63103-2842  
 Ph: (314) 622-4716 | Fax 314 622-4141  
 Email: traceyt@stlouis-mo.gov

**3 attachments**

**BID TAB - CONTRACT - 2025BID000124 - BODY CAMERA AND TRAINING.pdf**  
 69K

**UTILITY ASSOCIATES INC. - 2025BID000124 - CONTRACT - Body Worn Cameras and Training.pdf**  
 2195K

**AXON ENTERPRISE INC. - 2025BID000124 - CONTRACT - Body Worn Cameras and Training.pdf**  
 2536K

Mon, Dec 30, 2024 at 4:07 PM

Chitwood, Daniel C &lt;dcchitwood@slmpd.org&gt;

To: "Tracey, Tannia (City Gmail)" &lt;traceyt@stlouis-mo.gov&gt;

Cc: "Tucker, Jack S" &lt;JTucker@slmpd.org&gt;, "Sullivan, Timothy M" &lt;tsullivan@slmpd.org&gt;, "Cintron, Monet C"

&lt;mccintron@slmpd.org&gt;, "Carter, Chris (City Gmail)" &lt;carterch@stlouis-mo.gov&gt;

Ms. Tracey,

Per Chief Tracy's Executive Assistant Monet Cintron, the Axon bid is accepted and SLMPD wishes to move forward with them.

Respectfully,  
Lt. Chitwood

Sent from my iPhone

On Dec 30, 2024, at 3:24 PM, Tracey, Tannia <traceyt@stlouis-mo.gov> wrote:

**CAUTION, EXTERNAL EMAIL:** This email originated from outside the SLMPD. Take this into consideration before clicking on links, opening attachments, or responding.

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[Quoted text hidden]

<BID TAB - CONTRACT - 2025BID000124 - BODY CAMERA AND TRAINING.pdf>

<UTILITY ASSOCIATES INC. - 2025BID000124 - CONTRACT - Body Worn Cameras and Training.pdf>

<AXON ENTERPRISE INC. - 2025BID000124 - CONTRACT - Body Worn Cameras and Training.pdf>



**BODY WORN CAMERAS AND TRAINING**  
**DURATION: 5 YEARS FROM DATE OF AWARD**

The City of St. Louis is accepting competitive sealed bids from qualified and authorized bidders, hereinafter referred to as Vendors, for the purchase and delivery of Body Worn Cameras and Training to be ordered on an as needed basis to be used by City of St. Louis Police Department.

**1. GENERAL REQUIREMENTS**

- 1.1. Vendor should submit two (2) copies of the bid document or upload via the oracle vendor portal.
- 1.2. Vendor should complete this bid document with all additional required documents and attach any specifications or additional required documents deem necessary for the products being bid.
- 1.3. Once the contract begins, Vendor will deal with mostly the Police department, agencies and related entities concerning the placement of orders, issuance of the purchase order, invoicing and payment.
- 1.4. The City of St Louis requires the selected Vendor(s) upon request to furnish up-to-date product safety sheets (MSDS) and shall deliver at no charge samples of any or all products if requested.
- 1.5. Vendor shall include on the Bid Price Sheet, part number, unit of measure if different than specified, quantities per case or box, indicate name of substituted product or "Approved Equal".
- 1.6. Winning bidder is to provide Body Worn Cameras and Training for St. Louis Metropolitan Police Department's Mounted Patrol for the period beginning 5 years from date of award.

**2. CONTRACT PRICE**

- 2.1. Pricing shall be for estimated quantities listed. If the Vendor's packaging quantities, and measurements differ from those listed, it shall be the Vendor's responsibility to convert their pricing to reflect those packaging quantities, unit of measure, and quantities requested on Bid Price Sheet as required per specification. Vendors shall respond using only the City of St Louis Bid Price Sheet, completely filled out for items bid.
- 2.2. Prices shall be firm and fixed for the 1<sup>st</sup> year of the contract. The City of St. Louis shall not pay or be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 2.3. If vendor offers a retail and wholesale pricing the City will only pay the lesser of the two prices.
- 2.4. Discount Percentages shall remain the same during the contract and renewal periods.

**3. APPROVED EQUAL (SUBSTITUTIONS)**

- 3.1. Each item Bid must be individually identified as to whether it is a specified item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Any deviations from these specifications must be clearly and fully listed on the Bid sheet (or on a separate attachment to the Bid), including photographs or cuts, specifications, and dimensions of the proposed "alternate". The factors to be considered are: function, design, materials, construction, workmanship,



finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

- 3.2. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of the manufacturer brand and/or description in specifying any item does not restrict vendors to that manufacturer, brand, or catalog description identification. This language is used to indicate the character, quality, and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.
- 3.3. In submitting a bid on a commodity other than specified, vendor shall furnish complete data and identification with respect to the commodity he/she proposes to furnish. The City of St. Louis will be the sole judge as to acceptability of an "Approved Equal".
- 3.4. If a vendor does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the vendor proposes to furnish the exact commodity as described.

#### 4. ESTIMATED VOLUME

- 4.1. The amount indicated in the Bid Proposal is an annual estimate of what may be ordered. The City of St. Louis makes no guarantees about single order quantities or total aggregate order quantities.

#### 5. AWARD

- 5.1. The City of St. Louis reserves the right to make awards to the lowest responsible responsive bidder meeting specifications. Awards may be to one or more Vendors. The Contract may be awarded by item(s) or grouping of items or the entire bid. If desired, no award need be made on a given bid.

#### 6. TERMS OF CONTRACT

- 6.1. Terms of contract will be 5 years from date of award.
- 6.2. Items must be as specified or acceptable equal
- 6.3. Bidders must include with bid a catalogue cut for each item, as well as detailed specifications. Catalogue cut must be identified by contract item number. If possible, attach fabric swatch to catalogue cut.
- 6.4. Samples may be required and must be provided within five (5) working days after notification.
- 6.5. If there are additional costs for non-standard sizes, vendor must clearly indicate sizes and prices.
- 6.6. All attached forms must be completed, and bid must be signed, or bid may be rejected
- 6.7. **ALTERNATES/SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the City of St. Louis. The City of St. Louis will designate where samples are to be delivered. All samples will be considered as furnished free to the City, and no samples will be returned to bidders. Failure to submit samples, if requested, may be considered as cause to reject bid. Samples, if requested, must be received within five (5) calendar days of notification. Successful



bidder's samples, if requested, may be retained for checking against delivery. The City of St. Louis will have the sole right to determine if product bids are acceptable.

- 6.8. **F.O.B. DESTINATION:** Orders are to be F.O.B. Destination.
- 6.9. **NONEXCLUSIVITY:** The provisions of this contract shall in no way prohibit the City of St. Louis from making incidental purchases from other supplier(s) for the same commodities herein listed. The City of St. Louis also reserves the right to bid and purchase from another supplier when it is in the best interests of the City.
- 6.10. No FAXED or EMAILED BIDS will be accepted.
- 6.11. **CITY OF ST. LOUIS MAY NEGOTIATE FOR ADDITIONAL ITEMS/SERVICES:** Items in quotation schedule make up the bulk of required items and/or services. It is anticipated items and/or services may be required. The City of St. Louis therefore reserves the right to negotiate items and/or services with successful bidder.

## 7. NON-EXCLUSIVE CONTRACT

- 7.1. The contractor shall agree and understand that the contract shall not be construed as an exclusive contract and that agencies of the City of St. Louis may obtain similar or identical products, items or services from other sources as deemed appropriate and in the best interest of the City of St. Louis, if Vendor is unable to supply required items in a timely or consistent manner.

## 8. 4. INSURANCE/WARRANTY REQUIREMENTS:

- 4.1. The contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance in the amount that is required by the Statutes of the State of Missouri, Commercial General Liability and Insurance.
- 4.4. The Contractor shall furnish a certificate of Insurance/Warranty certifying coverage in these amounts with this request for bid.
- 4.5. The contractor shall indemnify and save the City of St. Louis, its officers, agents, and employees, harmless from all loss, costs, fees and damages due to injury, including death, to any person including employees of the City of St. Louis or contractor and/or damage to property, including the property of the City of St. Louis or contractor, arising directly from contractor's sole or joint negligence.

## 9. CONTRACTOR'S ACCOUNT REPRESENTATIVE

- 9.1. The contractor must assign an account representative who shall be able to provide the agencies with the following services.
  - 9.1.1. Process all orders in a timely manner;
  - 9.1.2. Handle agency complaints and inquiries about various products;
  - 9.1.3. Have the ability to issue credit memos and arrange for the return of products shipped in error or that were received in a damaged condition;



- 9.1.4. Resolve any problems with the order/delivery schedule, delivery shortages or product substitutions;

Vendor's Representative: \_\_\_\_\_

Representative Contact Information: Phone # \_\_\_\_\_

E-mail address \_\_\_\_\_

## 10. DELIVERY

- 10.1. Regular Delivery shall be made within one (1) week after receipt of order (ARO) FOB Destination.
- 10.2. The contractor shall provide all equipment necessary to deliver and off-load all items to the areas specified by the departments.
- 10.3. No merchandise shall be released unless the receiving person signs for the delivery with a readable signature.
- 10.4. The contractor must assume full responsibility for all item(s) damaged prior to freight on board (F.O.B.) destination delivery and agree to replace merchandise received in a damaged condition at no cost to the City of St. Louis.
- 10.5. The contractor must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the City of St. Louis of such defect or damage.

## 11. INVOICING

- 11.1. The contractor shall invoice each department separately. The contractor shall submit an invoice (original and two copies) with each shipment. The invoice shall show the designated person who placed the order, quantity ordered, and delivered, merchandise's list price, percentage of discount, and the departments final cost.
- 11.2. The department shall reconcile the invoice to the actual items delivered. Any deviations between the invoice and the items received shall be reported to the contractor's account representative.

*Note: Payments hereunder are subject to annual appropriation.*

## 12. QUARTERLY REPORTS

- 12.1. Vendor shall provide reports by January, April, July and October 15<sup>th</sup> of each year to the Supply Division Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.





13. SUBLETTING

- 13.1. Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without the prior written approval of the Director of Procurement for the City of St. Louis.

14. PRICE ESCALATION

- 14.1. Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase forty-five (45) days prior to the proposed effective date. The amount of the increase shall not exceed the actual documented increase in the Vendor's direct product cost and shall not ever total more than 5% in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Director of Procurement, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103. If the Director of Procurement approves the increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

15. TERMINATION

- 15.1. The City of St. Louis Missouri reserves the right to cancel this contract without cause by giving 30 days written Notice at the Contractor's regular mailing address.



## PRODUCT SPECIFICATIONS for SLMPD Body Worn Cameras (BWC) and Training

- The company shall provide a bundle purchase option for body worn cameras, in-car cameras, brand energy weapons, and virtual training associated with the conductive energy weapon.
- The company shall be able to provide training and development on all products provided in this contract
- The company's body worn cameras shall be configured to record when the current conductive energy weapon device is activated.
- The company shall provide signal sidearm sensors for departmentally issued firearms for the activation of body worn cameras
- The company's body worn cameras shall have a battery operating life of 13 hours and 720p, have streaming audio and video capabilities, have automatic motion blur correction, and four microphones for optimal audio recording and 160-degree field of view (must support 16:9 and 4:3) for optional visual recording
- The body worn camera should be able to attach to departmentally issued uniforms without any uniform alterations
- Device must have optional point of view module
- Body worn camera must have low light capabilities less than 0.1 lux
- Company must be able to integrate digital evidence into virtual reality training environment to assist with use of force and early intervention
- Must provide unlimited third-party storage
- Capabilities to playback third party video in the evidence management software
- Capability to do a survey tool within the technology environment for community feedback
- Prospective bidders must be the original equipment manufacturers of body worn camera device and conductive energy weapon device

## REQUIRED TRAINING

- Vendor shall conduct training courses to thoroughly educate the SLMPD system users and technical personnel on the operation and support of the camera subscriber equipment. Technical training must be conducted by the award vendor.
- A train the trainer approach can be used for non-technical training
- Video's instructing user on basic use of each camera shall be provided in an open format.
- All training materials shall be provided in electronic form. With the exception of complex system manuals. If classes are conducted all materials shall also be provided in a printed form.
- All training materials shall become the sole property of the SLMPD and may be used for training purposes without restriction.
- All cost for training must be borne solely by the awarded vendor.
- Vendor shall provide reports by January, April, July and October 15th of each year to the Supply Division Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.



## PRICE LIST

VENDOR Axon Enterprise, Inc.

EAU = Estimated Annual Usage    PKG = Packaged    UOM = Unit of Measure

City Item #	Description Brand/Model or Acceptable Equal	EAU	Bidding/Brand/Product Description	Pkg.	UOM	Price	Ext. Price
	Body Worn Camera	1000	Axon Body 4 / Mounts / Docks	1	1		\$1,362,360.36
	Tasers	1000	TASER10 Bundle	1	1		\$12,045,063.00
	In-Car Cameras	300	Axon Fleet 3	1	1		\$2,830,311
TOTAL							\$16,237,734.36

Minimum Order Quantity (MOQ): As stated aboveDelivery: 7 Days After Receipt of Order (A.R.O)Delivery Charges: WAIVED



CITY OF ST. LOUIS  
DEPARTMENT OF FINANCE  
OFFICE OF THE SUPPLY COMMISSIONER

CHRIS CARTER  
SUPPLY COMMISSIONER

TISHAURA Q. JONES  
MAYOR

1200 MARKET ST., ROOM 324  
ST. LOUIS, MO 63103-2819  
(314) 622-4580  
FAX: (314) 622-4141

**ATTENTION BIDDERS**

Please carefully review all information requested in this bid package.

Failure to submit required samples, literature, unit pricing, or any other requested information may result in disqualification of your bid or any portion of your bid.

*This form must be returned with your bid.*

- Two or more bids submitted for one item, unless instructed to do so. (Item rejected)
- Signature missing on bid or any required form.
- Buy American Form not completed or returned (may be rejected).
- M/WBE Form not completed or returned (may be rejected).
- Altered or erased unit prices (must be initialed).
- Faxed bid, unless specifically requested (will be rejected).
- FOR CONTRACTS ONLY: Please provide your DUNS # 832176382
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

*I certify that I have read and understand the information above.*

  
\_\_\_\_\_  
Signature

12/13/24  
\_\_\_\_\_  
Date



### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
  - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (B) Each person signing this bid certifies that:
- (1) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to A-1 through A-3 above;

OR

- (2) He/she is not the person in bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A-1 through A-3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to A-1 through A-3 above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Deputy General Counsel  
TITLE

December 13, 2024  
DATE

THE RIGHT OF THE SUPPLY COMMISSIONER, AND/OR THE BOARD OF STANDARDIZATION OF THE CITY OF ST. LOUIS, MISSOURI, TO REJECT ANY OR ALL BIDS, AND/OR TO MAKE THE FINAL DECISION IS EXPRESSLY RESERVED.

ALSO PREVAILING, ARTICLE XXV, SECTION 9 OF THE CITY CHARTER:

All contracts relating to city affairs shall be in writing, signed and executed in the name of the city. In cases not otherwise provided by law or ordinance, they shall be made by the Comptroller, and in no case by the Board of Alderman or any committee thereof. Contracts not made by the Comptroller shall be countersigned by him/her and all contracts shall be filed and registered by number, date and contents with the register.

Rev 12/28/09  
170-085 (ML)



## ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

**Section One.** Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: "Each solicitation to bid and the method of describing the items to bid upon or any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid."

**Section Two.** The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than ten (10%) percent.

**Section Three.** The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10%) percent.

**Section Four.** No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

**Section Five.** Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

**Section Six.** Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts in section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

### Interpretations and Guidelines

**Section One:** "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

**Section Two:** (i) This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(iii) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

**Section Three:** "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

**Section Four:** The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the city awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States, or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self-certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.



**CERTIFICATION FORM**  
**ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT**  
**(BUY AMERICAN)**

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bid received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

☐

**CERTIFICATION**

If all the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete at the bottom of this form.

☒

**SECTION SIX CERTIFICATION**

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States," and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Items Number(s)	Location Where Item Manufactured, Assembled or Produced
70033	70033: Docking Station Wall Mounts (China)
20018	20018: TPPM Battery Packs (China)
20378	20378: VR Headset (Taiwan)
101294	101294: VR Tablet (Vietnam)

☒

**SECTION SIX DOCUMENTATION**

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law agreement or regulation of the United States regarding export-import restrictions and international trade. List item number(s) and Treaties covering item below:

Axon has included a spreadsheet that lists all the SKUs associated with this form, and their country of origin. Under the Trade Agreements Act (TAA), these items are considered substantially transformed at Axon HQ in USA.

**DEFINITIONS**

**MANUFACTURED:** to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.  
**ASSEMBLED:** to fit or join together the parts in a manufacturing environment.  
**PRODUCED:** create by manual or physical effort, to make or yield the customary product or products.

**MUST BE COMPLETED AND SIGNED**

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

**FIRM NAME:** Axon Enterprise, Inc.

**ADDRESS:** 17800 N. 85th Street

**CITY:** Scottsdale

**STATE:** AZ

**ZIP:** 85255

**BY:**

(SIGNATURE and TITLE)



**BWC Component:**

10147	100147: Axon Body 4 Camera	USA
100206	100206: Docking Station	USA
70033	70033: Docking Station Wall Mount	CHN

**TASER 10 Component:**

100390	100390: Handles	USA
20018	20018: TPPM Battery Pack	CHN
100613	100613: Safariland Holster LH	USA
100611	100611: Safariland Holster RH	USA

**SOFTWARE component:**

73746	73746: E.com Pro Licenses	USA
20248	20248: TASER E.com Licenses	USA

**Cartridges:**

100393	100393: Live Duty Black	USA
100394	100394: HALT Training Blue	USA
100396	100396: Inert Red	USA
100395	100395: Live Training Purple	USA

**Other HW Accessories:**

20378	20378: VR Headset	TWN
100832	100832: Axon VR Controller Handgun	USA
100748	100748: Axon VR Controller T10	USA
101123	101123: VR Holster, LH	USA
101122	101122: VR Holster, RH	USA
101294	101294: VR Tablet	VNM



### Right to Audit

The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Contractor's "records" as referred to in this Contract shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they apply to cost associated with this contract. Such records shall include any and all records that may have a bearing on matters of interest to the City in connection with the Contractor's work for the City to extent necessary to adequately permit evaluation and verification of:

Contractor's compliance with Contract requirements, compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

The Contractor shall require all payees (examples of payees include sub-contractors, insurance agents) to comply with provisions of this article by insertion of the requirements hereof in any contract between the Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Sub-Contractors and Sub-Contractors suppliers. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's Sub-Contractors to cooperate fully in furnishing or in making available to City from time to time whenever requested in an expeditious manner any and all such information, materials, and data.

The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct such audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges by the Contractor to the City, the Contractor shall pay such funds due to the City within 15 days after completion of the audit and written notice by the Supply Commissioner or designee. If disclosed overpricing or overcharges by the Contractor are in excess of one-half of one percentage (.5%) of the total contract billings, the reasonable actual costs of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to the Contractor.

Effective 4-3-08

**CITY OF ST. LOUIS/SUPPLY DIVISION  
MINORITY/WOMEN BUSINESS ENTERPRISES FORM  
(M/WBE FORM)**

**A. Mayor's Executive Order #28, Section Six - Supply Contracts**

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
  - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
  - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
  - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
  - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
  - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

**B. SUPPLY DIVISION POLICY**

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

**C. OBLIGATION**

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at [www.mwdbe.org](http://www.mwdbe.org).

CITY OF ST. LOUIS / SUPPLY DIVISION  
MINORITY/WOMEN BUSINESS ENTERPRISES FORM  
(M/WBE FORM)

**D. BID/CONTRACT IDENTIFICATION**

Bid #: <u>2025BID000124</u>	or	Contract Name: <u>BODY WORN CAMERAS A</u>
Opening Date: <u>12/19/2024</u>		Your Bid Total: \$ <u>16,237,734.36</u>
If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.		

**E. ASSURANCE**      MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)  
I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: (CHECK ONLY ONE)

☐ Meet or exceed the M/WBE goal with: \_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE Participation

Proposed MBE Vendor Name: <u>Public Safety Upfitters, LLC</u>	Amount \$ _____
Item or materials to be supplied by MBE Vendor: <u>Installation services of in-car system</u>	
Proposed WBE Vendor Name: <u>Public Safety Upfitters, LLC</u>	Amount \$ _____
Item or materials to be supplied by WBE Vendor: <u>Installation services of in-car system</u>	

☒ Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:  
2.00 % MBE and 2.00 % WBE Participation (Enter Proposed Vendor information above.)

☐ Not meet the M/WBE goal for the following reasons(s): (Check All That Apply)

<input type="checkbox"/>	Our Company is an MBE certified by the State of:
<input type="checkbox"/>	Our Company is a WBE certified by the State of:
<input type="checkbox"/>	We have contacted suppliers listed in the SLAA Directory but have received no reply
<input type="checkbox"/>	There are no subcontracting opportunities for this bid/contract
<input type="checkbox"/>	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
<input type="checkbox"/>	We are the manufacturer and the order will be drop-shipped from the factory to the user
<input type="checkbox"/>	A letter of explanation is attached
<input type="checkbox"/>	Other reason: <u>NOTE: As a manufacturer of the products being procured, which will be drop-shipped from factory to the user, Axon has subcontracted 100% of the services that are available to subcontract on this project.</u>

FIRM NAME: Axon Enterprise, Inc.  
SIGNATURE: [Signature]  
PRINTED NAME: Roberts Davis  
TITLE: Deputy GC

FEDERAL ID NUMBER: 86-0741227  
FAX NUMBER: \_\_\_\_\_  
DATE: 12/17/2024  
E-MAIL: contracts@axon.com



#### PERFORMANCE BOND

FORMAL EXECUTION OF THE CONTRACT AND BOND MAY BE A REQUIREMENT FOR ALL CONTRACTS OVER \$5,000. THE ORIGINAL BOND, (IF REQUIRED), MUST BE RECEIVED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER NOTICE OF AWARD IS GIVEN TO THE SUCCESSFUL BIDDER. BOND MUST BE EXECUTED BY ATTORNEY-IN-FACT FOR SURETY COMPANY BEFORE A LICENSED NOTARY PUBLIC. NO WAIVERS WILL BE GIVEN AND NO ORDERS WILL BE PLACED UNTIL THE REQUIRED BOND IS EXECUTED! NO INVOICES WILL BE PAID UNTIL THE BOND IS EXECUTED. YOUR SIGNATURE BELOW INDICATES YOU ARE AWARE OF THE PERFORMANCE BOND TERMS.

BIDDERS ARE TO INCLUDE, AS PART OF BID PROPOSAL, THE NAME AND ADDRESS OF SOME SURETY AUTHORIZED TO DO BUSINESS IN THE STATE OF MISSOURI FOR FIFTY PERCENT (50%) OF THE CONTRACT (BID PROPOSAL) PRICE, CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE TERMS OF THE CONTRACT SPECIFIED.

NAME OF SURETY COMPANY N/A - no performance bond required with this bid

ADDRESS \_\_\_\_\_

**SUBLETTING:** Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, can not be made without approval of the SUPPLY COMMISSIONER for the City of St. Louis

**DELIVERY:** Please state delivery details, i.e., time involved from receipt of purchase order, delivery, minimum order, and charge for orders under the minimum.

Days A.R.O.: \_\_\_\_\_ Minimum Order Quantities: \_\_\_\_\_ Other: \_\_\_\_\_

**NOTE:** Payments hereunder are subject to annual appropriation. Our Budget Year begins July 1st.

**PRICE ESCALATION:** Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase forty-five (45) days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever total more than five percent (5%) in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Supply Commissioner, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103. If the Supply Commissioner approves the price increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

**TERMINATION:** The City of St. Louis, Missouri reserves the right to cancel this contract by giving thirty (30) days written notice at the Vendor's regular mailing address.

**SALES/SERVICE CALLS:** Does a Salesperson ever make sales/service calls in St. Louis City?

☐ Yes ☐ No

**COOPERATIVE PROCUREMENT:** Will your Company allow cooperative procurement to other political subdivisions within the State of Missouri?

☐ Yes ☐ No

**PAYMENT TERMS:** The City of St. Louis' Payment Terms are Net 30 -45 Days.

**QUARTERLY REPORTS:** Vendor shall provide reports by January, April, July and October 15th of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

FIRM NAME: Axon Enterprise, Inc.

SIGNED BY: Robert E. Driscoll, Jr.

CONTACT PERSON: Robert E. Driscoll, Jr.

DIVISION OF: \_\_\_\_\_

TITLE: Deputy General Counsel

PHONE NO: 800.978.2737

Revised 8/28/19



# CITY OF ST. LOUIS INSTRUCTIONS AND CONDITIONS

Below, please find redlined City of St. Louis Instructions and Conditions.

## CITY OF ST. LOUIS INSTRUCTIONS AND CONDITIONS FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS

1. **PREPARATION OF BIDS.**
  - Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
  - Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original invitation for bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered non-responsive to the invitation for bid.
  - Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
  - If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."
  - Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
  - Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.
2. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids.
3. **SIGNATURE.** Bidder shall sign the **INVITATION TO BID** or the **REQUEST FOR QUOTATION**, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date where requested. Erasures or other changes must be initialed by person signing the bid. Signature shall be an original and that of an agent authorized to sign on behalf either company.
4. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Telephone modification will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing.
5. **OCCUPATIONAL LICENSE.** All suppliers located in St. Louis, Missouri, must have a valid City of St. Louis business license for sale of goods or services. Suppliers located outside St. Louis, Missouri, must have a City of St. Louis business license if services are performed in St. Louis, Missouri city limits. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis will be grounds to disqualify bids and to cancel existing contracts.
6. **EARNINGS AND OTHER TAXES.**
  - All suppliers located in St. Louis, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside St. Louis, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in St. Louis, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis will be grounds to disqualify bids and to cancel existing contracts.
  - All suppliers located in St. Louis, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside St. Louis, Missouri, must, when applicable, have all required licenses and permits and pay all fees and



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taxes required by the City from nonresident suppliers. Failure to comply with the foregoing will be grounds to disqualify bids and to cancel existing contracts.

7. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five (45) calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Supply Commissioner. The bidder may state a date his/her bid expires, provided the date is specific and is entered on the first page of the bid.
8. **MODIFICATION OR WITHDRAWAL OF BIDS.**
  - Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder or his/her authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
  - If this solicitation is negotiated, bids may be modified (subject to paragraph 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his/her authorized representative, provided their identity is made known and they signs a receipt for the bid prior to award.
9. **LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.**
  - Bids and modification of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mail for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.
  - The time of mailing of late bid submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.
10. **MISTAKE IN BID.**
  - If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he/she may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 8 and 9 above.
  - If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which if unfavorable to him/her prior to the issuance of a purchase order or a contract, he/she may request consideration be given to modifying the bid if he/she remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.
  - A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.
11. **NO BIDS AND FUTURE SOLICITATIONS.** It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidders name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID," the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.
12. **BID BOND REQUIREMENT.** Bid bonds shall be provided, by the bidder, when specified by the terms of the INVITATION FOR BID or the REQUEST FOR QUOTATION. The amount shall be that determined by the Supply Commissioner, City of St. Louis, Missouri, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must



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accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.

13. **TRADE-IN.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.
14. **EVALUATION OF BIDS FOR MULTIPLE AWARDS.** In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City of issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Supply Commissioner. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.
15. **AWARD OF CONTRACT.**
  - BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Supply Commissioner and is not subject to appeal. In the event equal bids are received, paragraph 18, MISSOURI AND OTHER PREFERENCE will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer and one witness.
  - The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted to an "all or nothing" basis if the bid is clearly designated as such.
  - The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. ~~UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN THEIR BID.~~
  - UPON ACCEPTANCE BY THE CITY, THE SOLICITATION FOR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.
16. **PURCHASE ORDERS.** All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Comptroller. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Supply Commissioner may order goods or services and provide a purchase order number by telephone.
17. **PERFORMANCE BOND REQUIREMENT.** A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Supply Commissioner to be reasonable and necessary to protect the best interest of the City. ~~"THE BOND MAY BE IN THE FORM OF A SURETY BOND OR CASHIER'S CHECK".~~ Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. ~~Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract~~



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or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

18. **MISSOURI AND OTHER PREFERENCE.**
- By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, assembled or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.
  - The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp. 1987, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.
19. **TIME OF DELIVERY.** Delivery is REQUIRED to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered non-responsive and may be rejected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the REQUIRED schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.
20. **F.O.B. DESTINATION.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (Or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he/she shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 20 is applicable.
- **FOB DESTINATION, FREIGHT PREPAID BY SELLER.** The seller pays and bears all freight charges.
  - **FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE.** The seller pays the freight and charges the City by adding it to the invoice.
  - **FOB DESTINATION, FREIGHT COLLECT.** The City pays and bears the freight charges.
  - **FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE.** The City pays the freight charges and deducts the amount from the seller's invoice.
21. **QUALITY.** Unless otherwise required by terms of the solicitation all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade, and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.
22. **PRICE.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.





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23. **BRAND NAME OR EQUAL.** WHENEVER THE NAME OF THE MANUFACTURER OR THE SUPPLIER IS MENTIONED ON THE FACE HEREOF AND THE "OR EQUAL" DO NOT FOLLOW, IT SHALL BE DEEMED THAT THE WORDS "OR EQUAL" SHALL FOLLOW SUCH DESIGNATIONS UNLESS THE FACE HEREOF SPECIFIES "NO SUBSTITUTIONS. THE CITY MAY ASSUME THAT ITEMS BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SATISFACTORY ITEMS AT THE ORIGINAL BID PRICE.
24. **COMMERCIAL WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
25. **FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY.** The price or prices mentioned in the bid and carried into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.
26. **VARIATION IN QUANTITY.** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
27. **DISCOUNTS.**
  - Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
  - In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
  - Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.
28. **SELLER'S INVOICE.** Invoices shall be prepared and submitted in duplicate to delivery address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
29. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping to address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect. *Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted.*
30. **LOSS AND DAMAGED SHIPMENTS.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the supplier's expense damaged



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merchandise even though the damage was not apparent or discovered until after receipt of the items.

31. **LATE SHIPMENTS.** Supplier is responsible to notify the City department receiving the items and the Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.
32. **TAX EXEMPTION-FEDERAL AND STATE.**
  - The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the Internal Revenue Service is No. 43-8003231.
  - The City is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39 (10) Article 3, of the Missouri Constitution and sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.
33. **CITY FURNISHED PROPERTY.**
  - The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Supply Commissioner shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to paragraph 35, **AMENDMENTS AND MODIFICATIONS**.
  - Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.
  - Unless otherwise provided in this contract the Contractor, upon delivery to him/her of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
  - The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Supply Commissioner. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Supply Commissioner may direct.
34. **LABORATORY AND OTHER TESTS.** The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Supply Commissioner. The laboratory test shall include each item of the specification to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform to the specification, then the expense of making such test shall be paid by the Contractor (the bidder in the proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedure are available.
35. **AMENDMENTS AND MODIFICATIONS.** The Supply Commissioner may at any time, by a written order, and without notice to the sureties, make a **MODIFICATION** to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification; provided that the Supply Commissioner, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any



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adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.

**36. DISPUTES.**

- Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Supply Commissioner, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Supply Commissioner shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Supply Commissioner a written appeal addressed to the Board of Standardization. The decision of Board of Standardization shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Supply Commissioner's decision.
- This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**37. TERMINATION FOR DEFAULT.**

- The City may, subject to the provisions of paragraph below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - i. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 30 days after receipt of notice from the Buyer specifying such failure.
- In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

**38. TERMINATION FOR CONVENIENCE.** The Supply Commissioner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If the contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his available costs to point of notification of termination, to the extent that this contract



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for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

**39.38. EXAMINATION OF RECORDS.**

- If this contract exceeds \$5,000, the Contractor agrees that the City Auditor of the City or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.
- The Contractor agrees to include the clause above in all his subcontracts hereunder, except purchase orders not exceeding \$5,000.

**40.39. OFFICIALS NOT TO BENEFIT.** No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**41.40. CONFLICT OF INTEREST.** No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

- Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.
- Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Supply Commissioner. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

**42.41. CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

**43.42. GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES.** It is unlawful for any person or business to offer, give or agree to give, to any employee of the City or former employee, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore.

**44.43. KICKBACKS ILLEGAL IN SUBCONTRACTING.** It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.



**CITY OF ST. LOUIS  
INSTRUCTIONS AND CONDITIONS  
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

- ~~45-46~~ **CONTEMPORANEOUS EMPLOYMENT PROHIBITED.** The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.
- ~~46-47~~ **RECOVERY OF VALUE.** The value of anything transferred or received in breach of ethical standards contained in paragraphs 41, 42, 43, 44, 45 and 47 of these INSTRUCTIONS AND CONDITIONS by a bidder, contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.
- ~~47-48~~ **CONFIDENTIAL INFORMATION.** Any information deemed confidential or proprietary must be clearly marked by the bidder or contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.
- ~~48-49~~ **DEBARMENT OR SUSPENSION.** After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Supply Commissioner, after consulting with the City Counselor, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the City Attorney, the Supply Commissioner is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall for a period not to exceed three months. The causes for debarment include:
- Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
  - Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - Violation of contract provisions, as set forth below, of a character which is regarded by the Supply Commissioner to be so serious as to justify debarment action:
    - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
  - Any other cause the Supply Commissioner determines to be as serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity.
- ~~49-50~~ **ASSISTANCE FOR MINORITY AND WOMEN-OWNED BUSINESSES.**
- It is the policy of the City to encourage and foster participation of minority and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.
  - The Supply Division is available to assist minority and women-owned businesses; in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.
- ~~50-51~~ **ASSIGNMENT OF CONTRACT AND CLAIMS.** A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Supply Commissioner, and such consent shall not be unreasonably withheld.



**CITY OF ST. LOUIS  
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- 51-50. **ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST.** Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.
- 52-51. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
- 53-52. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
- 54-53. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- 55-54. **LIABILITY AND INSURANCE.**
- The Contractor shall be:
    - i. liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable to the extent caused by Contractor's negligent acts, errors or omissions, or willful misconduct;
    - ii. responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
    - iii. responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 36, **DISPUTES.** The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.
  - The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.
  - The Contractor shall at his own cost and expense, defend any third party suits, demands, claims, or actions, in which the City might be named as a codefendant of the Contractor, arising out of or as a result of the Contractor's negligent acts, errors or omissions, or willful misconduct, in the performance of work under this contract, whether or not such suits, demands, claims, or actions arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.
  - The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefore.
  - **Place of Suit.** This contract is executed in the City of St. Louis, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of St. Louis, Missouri. Each party to this contract has waived the right to change of venue, Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.



**CITY OF ST LOUIS  
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- When specifically requested by the Buyer in the solicitation and purchase order, the contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Supply Commissioner or his designated representative. Further, the City shall be named as an additional insured on Insurance coverage's (ii) and (iii) below.
  - I. Standard Worker's Compensation and Employer's Liability Insurance and Longshoremen's and Harbor Worker's Compensation Insurance or such of these as may be proper under applicable state or Federal statutes. The Contractor may however be self-insured against the risk if he/she has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as self-insurer under applicable provision of law.
  - II. Bodily Injury Liability Insurance in the amount stated in the solicitation for any one occurrence and for an aggregate amount per occurrence.
  - III. Personal Injury Liability Insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.
- All policies of Insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.
- Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one of the following methods:
  - I. By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.
  - II. By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the above paragraph.
  - III. By separate contingent policy providing the required insurance coverage for the protection of the City, by name.
  - IV. By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.
- It is expressly agreed that the provisions contained above of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in this clause.
- In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he/she shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.

**56-55. CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.**

- Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one contractor or open to further competition.
- Approximate Quantities. This proposal is based on estimated quantities and it is understood that the estimates are prepared by City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish some, or to omit any one or more items, as may be deemed desirable.
- No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.



**CITY OF ST LOUIS  
INSTRUCTIONS AND CONDITIONS  
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- Multiyear term contracts and options to extend term contracts are subject to paragraph 57 ANNUAL APPROPRIATION OF FUNDS.
- Modifications to term contracts may be made by mutual written agreement; however they must be within the scope and intent of the original contract.

**57.56... ANNUAL APPROPRIATION OF FUNDS.**

- Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the Board of Aldermen. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, and therefore are current expense item and are not subject to any subsequent appropriation of funds.
- In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Supply Commissioner is aware of the non-appropriation of funds, however failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or paragraph 37, **TERMINATION FOR DEFAULT**, of these **INSTRUCTIONS AND CONDITIONS**. The City, has no monetary obligations in the event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

**57.57... ADDITIONAL TERMS AND CONDITIONS**

Contractor's Master Services and Purchasing Agreement is hereby incorporated in to this Contract. In the event of a conflict between the terms and conditions of the Master Services and Purchasing Agreement and the Contract, the terms and conditions of this Contract shall govern. Current as of 5/4/17

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## INSTRUCTIONS TO BIDDERS (FOR CONTRACTS ONLY)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS,  
TERMS AND CONDITIONS, BEFORE SUBMITTING BID

- #1 BIDS WILL BE ACCEPTED THROUGH THE ONLINE BID PORTAL OR ON "OFFICIAL BID FORM" AND RETURNED IN A SEALED ENVELOPE. THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED, AND THE SUPPLY COMMISSIONER RESERVES THE RIGHT TO MAKE AWARDS ON AN ITEM BASIS, OR ON A TOTAL AWARD BASIS, WHICHEVER, IN HIS/HER OPINION, IS FOR THE BEST INTERESTS OF THE CITY OF ST. LOUIS.
- #2 ONLINE BIDS MUST BE SUBMITTED FROM THEIR VENDOR SITE ONLY. MANUAL BIDS BE IN INK OR TYPEWRITTEN AND SIGNED BY A COMPANY OFFICIAL. PENCIL BIDS ARE NOT ACCEPTABLE.
- #3 ALTERED OR ERASED PRICES WILL NOT BE ACCEPTED.
- #4 PRICING CAN BE CHANGED ON BIDS SUBMITTED THROUGH THE ONLINE PORTAL UP TO THE ACTUAL BID CLOSING TIME AND DATE. FOR MANUALLY SUBMITTED BIDS ERRORS ON BID PROPOSAL CAN BE CORRECTED BY OBTAINING ADDITIONAL COPIES FROM THE SUPPLY COMMISSIONER, ROOM 324, CITY HALL, ST. LOUIS, MISSOURI 63103.
- #5 THE LAWS OF THE STATE OF MISSOURI PROVIDE THAT THE CITY OF ST. LOUIS PAY NO STATE SALES, USE TAXES OR FEDERAL EXCISE TAXES AND THESE TAXES SHOULD BE EXCLUDED FROM YOUR BID PRICE. FEDERAL EXCISE TAX EXEMPTION CERTIFICATES WILL BE FURNISHED TO SUCCESSFUL BIDDER.
- #6 UNLESS OTHERWISE STATED, BIDDER MUST QUOTE ON THE LATEST MAKE, MODEL, PRODUCT, GROWTH, CANNING OR FORMULATION OF THE MANUFACTURER OR PRODUCER.  
  
SUPPLIERS SHALL NOT OFFER MORE THAN ONE BID ON EACH ITEM. TWO OR MORE QUOTATIONS ON THE SAME ITEM MAY CAUSE A REJECTION OF THE BID. SUPPLIERS MUST DETERMINE WHICH ONE OF THEIR MANY STYLES OR TYPES FULLY MEET THE SPECIFICATION.  
  
WHEN BID IS BASED ON THE PRICES LISTED IN A CATALOGUE OR PRICE LIST, A COPY OF SUCH CATALOGUE OR PRICE LIST MUST BE SUBMITTED WITH BID PROPOSAL. CONTRACTOR SHALL FURNISH ADDITIONAL CATALOGUES OR LISTS AS REQUIRED.
- #7 UNLESS OTHERWISE STIPULATED, IT IS HEREBY AGREED THAT THE CITY OF ST. LOUIS WILL RECEIVE THE BENEFIT FOR ANY REDUCTION IN PRICES DURING THE LIFE OF THIS CONTRACT BUT WILL ONLY PAY THE CONTRACT OR BID PRICES SHOULD ANY INCREASES OCCUR DURING THE SAME PERIOD.
- #8 THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FURNISH A PERFORMANCE BOND OR CASHIER'S CHECK, FOR A REASONABLE AMOUNT DETERMINED BY THE SUPPLY COMMISSIONER.
- #9 THE CITY OF ST. LOUIS, WITH THE PERMISSION OF THE SUCCESSFUL BIDDER HAS THE OPTION OF EXTENDING THIS CONTRACT FOR AN ADDITIONAL PERIOD (NOT TO EXCEED THE NUMBER OF MONTHS OF ORIGINAL CONTRACT).
- #10 BID PROPOSALS ARE TO BE RETURNED IN A SEALED ENVELOPE OR THROUGH THE CITY'S ONLINE BID PORTAL. MANUALLY SUBMITTED BID PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE WHERE THE COMPANY NAME, BID PROPOSAL NAME AND NUMBER WILL BE FILLED IN THE UPPER LEFT HAND CORNER OF THE SEALED ENVELOPE. AN OFFICIAL BROWN "ADVERTISED" BID ENVELOPE FURNISHED BY THE SUPPLY DEPARTMENT MAY BE REQUESTED FOR SUBMISSION.
- #11 BID PROPOSAL MUST REACH THE SUPPLY DEPARTMENT BEFORE 12 O'CLOCK NOON ON THE DAY SPECIFIED VIA THE ONLINE PORTAL OR THROUGH MAIL OR HAND DELIVERY. LATE BIDS OR REQUESTS FOR SUBMITTAL AFTER THE SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED OR ACCEPTED.
- #12 NO EXACT AMOUNTS OF USAGE IS GUARANTEED, ANY QUANTITIES LISTED ARE ONLY ESTIMATES.  
  
SUPPLIERS SHALL SAVE HARMLESS THE CITY OF ST. LOUIS FROM THE PAYMENT OF ANY AND ALL CLAIMS OR DEMANDS ARISING OUT OF ANY INFRINGEMENT, OR USE OF ANY PATENT OR PATENTED DEVICE, ARTICLE, SYSTEM, ARRANGEMENT, MATERIAL OR PROCESS USED BY HIM IN THE EXECUTION OF THIS CONTRACT.

PAGE 1 of 2



- #13 BRAND NAMES AND NUMBER MUST BE FILLED IN ON EACH ITEM WHERE THERE IS A LINE THAT "STATE BRAND" COLUMN.
- UNLESS YOU SPECIFICALLY STATE OTHERWISE, THE CITY WILL ASSUME THAT YOU ARE QUOTING ON THE EXACT ITEMS REQUESTED AND WILL EXPECT YOU TO FURNISH THE EXACT ITEMS ASKED FOR IN THIS PROPOSAL.

### DELIVERIES

- #14 DELIVERIES ARE TO BE MADE TO THE VARIOUS DEPARTMENTS, FREE FROM ALL DELIVERY AND TRANSPORTATION CHARGES, IN SUCH QUANTITIES AND AT SUCH TIMES AS ORDERED BY THE VARIOUS DEPARTMENTS.
- #15 ALL DELIVERIES MUST BE ACCOMPANIED BY A PACKING SLIP OR INVOICE, LISTING THE DEPARTMENT, THE REQUISITION/PURCHASE ORDER NUMBER, AND THE EXACT QUANTITIES OF EACH ITEM INCLUDED IN THE SHIPMENT.
- #16 IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO MAKE DELIVERY OF ANY ITEM OR ITEMS THAT MEET THE CONDITIONS AND REQUIREMENTS AS OUTLINED IN THIS PROPOSAL WITHIN 15 DAYS OF RECEIPT OF ORDER, THE CITY RESERVES THE RIGHT TO PURCHASE SAID ITEM OR ITEMS ON THE "OPEN MARKET" AND CHARGE ANY COSTS ABOVE THE BID PRICE TO THE BIDDER. THIS PROCEDURE TO BE CONTINUED UNTIL SUCH TIME AS THE BIDDER CAN AGAIN GUARANTEE PROMPT DELIVERIES OF THE PROPER ITEM OR ITEMS.
- #17 WHEN SAMPLES ARE REQUESTED, THE SUPPLIER MUST FURNISH SAMPLES TO MEET SPECIFICATIONS. ALTERNATE BIDS MAY BE CONSIDERED BUT BRAND NAME, NUMBER AND DETAILS OF ALTERNATE ITEM AS TO SIZES, PRICES, ETC., MUST BE STATED ON BID PROPOSAL. THE SUPPLIER, BY SUBMITTING SAMPLES, IS NOT RELIEVED FROM MEETING THE SPECIFICATIONS AS OUTLINED IN THIS PROPOSAL, UNLESS SPECIFICALLY NOTED ON THIS BID PROPOSAL THAT THE SAMPLES BEING QUOTED ON DO NOT MEET THE SPECIFICATION, AND ARE BID AS AN ALTERNATE.
- #18 EACH SAMPLE MUST BE PLAINLY TAGGED WITH THE FOLLOWING INFORMATION:
- 1) NAME OF BIDDER
  - 2) PAGE NUMBER OF THE BID PROPOSAL AND ITEM NUMBER
- #19 REQUESTED SAMPLES MAY BE SUBMITTED BEFORE THE ACTUAL TIME OF THE BID OPENING OR IMMEDIATELY AFTER AS SPECIFIED ON PAGE ONE OF THIS PROPOSAL.
- UNLESS OTHERWISE NOTED, ALL SAMPLES ARE TO BE SUBMITTED TO ROOM 324, SUPPLY DEPARTMENT, CITY HALL, 1200 MARKET, ST. LOUIS, MISSOURI 63103.

### IMPORTANT INFORMATION TO PROSPECTIVE BIDDERS REGARDING

### TAXES AND BUSINESS LICENSES

- #20 NO CONTRACT WILL BE AWARDED AND NO PAYMENTS UNDER THIS CONTRACT WILL BE MADE UNLESS THE VENDOR IS CURRENT AND NOT DELINQUENT WITH TAXES DUE THE COLLECTOR OF REVENUE AND THE LICENSE COLLECTOR.

YOU ARE HEREBY NOTIFIED THAT SHOULD YOUR FIRM BECOME THE SUCCESSFUL BIDDER, PAYMENT WILL BE WITHHELD PENDING TAX CLEARANCE FROM THE LICENSE COLLECTOR AND THE COLLECTOR OF REVENUE.

IT IS IMPERATIVE THAT YOUR COMPANY MAINTAIN COMPLIANCE WITH BOTH AGENCIES THROUGHOUT THE TERM OF THIS CONTRACT!

TO BE PLACED ON THE CURRENT TAX ROLLS OR FOR AN APPLICATION FOR A BUSINESS LICENSE CONTACT THE FOLLOWING OFFICES:

LICENSE COLLECTOR'S OFFICE (314) 622-4528 (BUSINESS LICENSE APPLICATION)

COLLECTOR OF REVENUE'S OFFICE (314) 622-4029 (TO BE PLACED ON TAX ROLLS)

PAGE 2 of 2  
REVISED 4/12/22



## **ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

**THIS SECTION SHALL NOT APPLY TO CONTRACTS WITH A TOTAL POTENTIAL VALUE OF LESS THAN ONE HUNDRED THOUSAND DOLLARS OR TO CONTRACTORS WITH FEWER THAN TEN (10) EMPLOYEES.**

The Missouri legislature passed the Anti-Discrimination Against Israel Act with an effective enforcement date of August 28, 2020. Below are Sections 1 and 2 of the statute:

34.600. Citation of Law – public entity contracts, no boycott of goods or services from Israel-definitions – violation, voiding of contract – rulemaking authority. Section 1. This section shall be known as the “Anti-Discrimination Against Israel Act.”

Section 2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.



STATE OF Arizona )  
COUNTY OF Maricopa ) SS.

**AFFIDAVIT OF COMPLIANCE**  
**WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT**  
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies with 10 employees or more)

Before me, the undersigned Notary Public, personally appeared Robert E. Driscoll, Jr. (Name)  
who, by me being duly sworn, deposed as follows:

My name is Robert E. Driscoll, Jr. (Name), I am of sound mind, capable of making this  
Affidavit, and personally acquainted with the facts herein stated:

I am the Deputy General Counsel (Position/Title) of Axon Enterprise, Inc. (Company)  
of Scottsdale, Arizona (City & State).

I have the legal authority to make the following assertion:

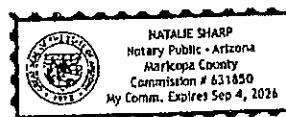
Pursuant to RSMo. § 34.600, Axon Enterprise, Inc. (Company)  
of Scottsdale, Arizona (City & State) is not currently engaged  
in and shall not, for the duration of the contract, engage in a boycott of goods or services  
from the State of Israel; companies doing business in or with Israel or authorized by,  
licensed by, or organized under the laws of the State of Israel; or persons or entities doing  
business in the State of Israel.

[Signature]  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this  
13 day of December, 2024.

[Signature]  
Notary Public

My Commission Expires:





## **UNAUTHORIZED ALIEN EMPLOYEES**

Any "business entity", as defined by Section 285.525 of the Revised Statutes of Missouri 2008, as amended, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2008, as amended, by sworn affidavit (attached hereto as Exhibit) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The "business entity" shall also sign an affidavit (attached hereto as Exhibit) affirmed that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors.



### E-VERIFY AFFIDAVIT

STATE OF Arizona )  
 )SS.  
COUNTY OF Maricopa )

### AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Robert E. Driscoll, Jr.  
(Name) who, by me being duly sworn, deposed as follows:

My name is Robert E. Driscoll, Jr. (Name), I am of sound mind, capable of making  
this Affidavit, and personally acquainted with the facts herein stated:

I am the Deputy General Counsel (Position/Title) of Axon Enterprise, Inc. (Contractor)

I have the legal authority to make the following assertions:

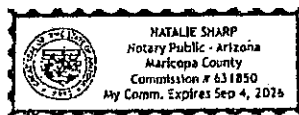
1. Axon Enterprise, Inc. (Contractor) is currently enrolled in and actively participates  
in a federal work authorization program with respect to the employees working in  
connection with this Agreement, as required pursuant to Sections 285.525 through  
285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000,  
as amended, Axon Enterprise, Inc. (Contractor) does not knowingly employ any  
person who is an unauthorized alien in connection with this Agreement.

[Signature]  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official  
seal this 13 day of December, 2024

[Signature]  
Notary Public Natalie Sharp

My Commission Expires: Sept. 4, 2026



**ORDINANCE #69431**  
**Board Bill No. 295**  
**Committee Substitute**  
**As Amended**

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

**WHEREAS**, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

**WHEREAS**, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

**WHEREAS**, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Section One, part 86.040, Ordinance 56716 is hereby repealed.

**SECTION TWO.** Enacted in lieu thereof is the following new section.

**5.58.040 - Opening of bids.**

A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.

B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office, plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.

C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

**SECTION THREE. Severability.**

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013

**CITY OF ST. LOUIS, MISSOURI**  
**SUPPLY DIVISION - BID PROTEST PROCEDURES**  
**Revised 2/1/2017**

The following procedures apply to any bidder, or other respondent (a "Bidder") desiring to protest any advertisement for bids or other solicitation for goods, equipment and other services (each a "Solicitation") by the Supply Division City of St. Louis, Missouri.

**PRIOR TO BID OPENING**

Any Bidder or potential Bidder desiring to file a protest concerning alleged improprieties in a Solicitation (e.g., as a result of improper or incomplete specifications) must submit the protest in writing to City of St. Louis, Commissioner of Supply not less than two (2) business days prior to the deadline established for the receipt of bids (the "Bid Deadline"). The protest must be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

- (1) identify the Bidder or potential Bidder submitting the protest;
- (2) identify the bid by name and number (if applicable);
- (3) clearly state the factual and legal grounds for the protest; and
- (4) include any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

The Commissioner of Supply shall review the protest and, if any modifications to the Solicitation (including any plans or specifications) are necessary, the City of St. Louis Supply Division will issue one or more addenda setting forth any changes, the addenda will be sent to each Bidder or Potential Bidder that has been identified by the City of St. Louis Supply Division. If it is determined to be necessary or appropriate, the St. Louis Supply Division may extend the Bid Deadline for Bidders to incorporate the modification into their bids.

If City of St. Louis Commissioner of Supply determines no modifications are required, City of St. Louis Supply Division will notify the protestor of the Commissioner of Supply's decision with a response to each substantive issue raised by the protestor. The decision of the Commissioner of Supply on this type of protest is final.

**AFTER BID OPENING**

Any Bidder desiring to file a protest concerning alleged improprieties in sealed bid opening procedures or a Bidder's compliance with Solicitation requirements must be delivered to and actually received by City of St. Louis's Commissioner of Supply within ten (10) calendar days of the date the protestor first knew or should have known of the basis for the protest, but in any event prior to award of a contract under the solicitation by City of St. Louis Commissioner of Supply. The protest must be in writing, signed by or on behalf of the Bidder making the protest, and must:

- (1) identify the Bidder making the protest;
- (2) identify the bid by name and number (if applicable);
- (3) clearly state the factual and legal grounds for the protest, and;
- (4) include any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

City of St. Louis Commissioner of Supply shall make a determination on the protest based on the information provided and other such investigation as the Commissioner of Supply deems appropriate. City of St. Louis Supply Division shall inform the protestor in writing of the Commissioner of Supply's determination with respect to each substantive issue identified in the written protest.



#### **AFTER AWARD**

Any Bidder may protest an award made by City of St. Louis Supply Division under any Solicitation on the basis of City of St. Louis making award to other than the lowest and best bidder (or, for federally assisted contracts, to the lowest responsible bidder), or that the award does not otherwise comply with the terms of the Solicitation, by filing a protest within three (3) business days after award. The protest must be submitted in writing to City of St. Louis Commissioner of Supply, signed by or on behalf of the Bidder making the protest, and must:

- (1) identify the Bidder making the protest;
- (2) identify the bid by name and number (if applicable);
- (3) clearly state the factual and legal grounds for the protest, and;
- (4) include any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

City of St. Louis Commissioner of Supply shall make a determination on the protest based on the information provided and such other investigation as the Commissioner of Supply deems appropriate. City of St. Louis Supply Division shall inform the protestor in writing of the Commissioner of Supply's determination with respect to each substantive issue identified in the written protest.

#### **UNTIMELY PROTESTS**

Any protest which is not submitted to City of St. Louis Commissioner of Supply in a timely manner or otherwise in accordance with the procedures will be deemed invalid. The decision of the Commissioner of Supply that a protest has not been timely filed is final and cannot be appealed.

#### **APPEALS**

Any protestor that is aggrieved by any decision of the Commissioner of Supply may appeal the Commissioner of Supply's decision to the Board of Standardization. Any appeal of a decision of the Commissioner of Supply must be made in writing delivered to the Commissioner of Supply within three (3) business days of receipt of the notice of the decision of the Commissioner of Supply. The notice of appeal shall be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

- (1) clearly identify the decision being appealed, including identifying the bid by project name and number (if applicable);
- (2) clearly state the factual and legal ground for the appeal, and;
- (3) include any supporting information necessary for the Board of Standardization to make a determination whether the appeal has merit.

The Board of Standardization may request the parties affected by the appeal to provide such additional information as necessary to make a decision on the appeal. Following a determination on the appeal by the Board of Standardization, the Supply Division will notify the party making the appeal of the determination of the Board of Standardization with respect to each substantive issue raised in the appeal.

Any appeal from an action of the Board of Standardization in connection with any protest shall be made by a court of competent jurisdiction in accordance with applicable Missouri law. A decision by the Board of Standardization to reject all bids may not be the subject of a protest and can not be appealed.

CLAUSES TO BE INSERTED IN ALL CITY CONTRACTS

**AFFIRMATIVE ACTION PROGRAM TO INSURE  
NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

1. Contractor agrees that in performing under this contract he/she nor anyone under his/her control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, national origin or ancestry. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, creed, color, religion, national origin or ancestry. Such action shall include, but not be limited to, his/her action to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable working conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Contractor, during his/her performance under this contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contract state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin, or ancestry. The contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specification or discrimination because of race, creed, color, religion, national origin or ancestry.
3. Contractor agrees during his/her performance under this contract that should it be determined by the contractor or the City that he/she will be unable to conform to his/her approved positive employment program, submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the St. Louis Council on Human Relations, within ten days of such determination, as to the steps to be taken by the contractor to achieve the provisions of his/her program.
4. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within twenty days from date requested, this contract may be canceled, terminate or suspended in whole or in parts and contractor may be declared ineligible for further City contracts, for a period of one year, by the option of the City of St. Louis provided further, in the event this contract is canceled, terminated or suspended for a failure to comply with fair employment practices the contractor shall have no claims for any damages against the City.
6. Contractor further agrees that these clauses (1 through 6) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors, and all labor organization, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
7. Whenever the contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or associations, as a result of compliance with the clauses #1 through #5 of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.

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**THE AMERICANS WITH DISABILITIES ACT**

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Vendors doing business with the City of St. Louis must comply with the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioner on the Disabled, Office of the Disables.



# ACKNOWLEDGMENT OF ADDENDA

On the next pages, please find our acknowledgment of Addenda #1 and #2 and #3.



## CITY OF ST. LOUIS DEPARTMENT OF FINANCE OFFICE OF THE DIRECTOR OF PROCUREMENT

CHRIS CARTER  
SUPPLY COMMISSIONER

TISHAURA O. JONES  
MAYOR

1200 MARKET ST RM 924  
ST LOUIS MO 63103  
PHONE: 314-622-4580  
FAX: 314-622-4141

ADDENDUM NO. 1  
BID OPENING: DECEMBER 19, 2024.

TO: ALL BIDDERS  
FROM: TANNIA DALEY TRACEY, DEPUTY SUPPLY COMMISSIONER  
DATE: DECEMBER 5, 2024.  
RE: 2025BID000124, I, BODY WORN CAMERAS AND TRAINING

This addendum is issued prior to bid opening to provide for modifications in plans and/or specifications. All bidders must attach this form to the original Bid/Quote Form. This completed, signed form will serve as acknowledgment that revised information has been received and the Bidder's bid is based on the revised specifications.

### 1. ANNOUNCEMENT

- Please be advised that there is an update to the PRODUCT SPECIFICATION and EAU QUANTITY that were not previously attached to the negotiation. Make note of the updated information below.  
The EAU quantities are as follows:

#### PRICE LIST

VENDOR \_\_\_\_\_

EAU = Estimated Annual Usage PKG = Packaged UOM = Unit of Measure

City Item #	Description Brand/Model or Acceptable Equal	EAU	Bidding/Brand/Product Description	Pkg.	UOM	Price	Est. Price
	Body Worn Camera	1600					
	Tasers	1000					
	In-Car Cameras	300					
TOTAL							\$



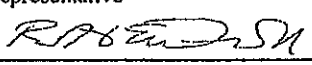
ADDENDUM NO.1 – 2025BID000124,1, BODY WORN CAMERAS AND TRAINING

DECEMBER 5, 2024.  
PAGE TWO

1. FINAL QUESTIONS/ANSWERS:

All remaining questions shall be submitted in writing (email accepted) to Tannia Daley Tracey, Deputy Supply Commissioner at [tracevt@stlouis-mo.gov](mailto:tracevt@stlouis-mo.gov) no later than 3:00 p.m. December 16, 2024.

ADDENDUM RECEIVED AND ACKNOWLEDGED

<u>Axon Enterprise, Inc.</u>	
Name of Firm	
<u>Robert E. Driscoll, Jr., Deputy General Counsel</u>	
Representative	
<u></u>	<u>12/17/24</u>
Signature	Date.



**CITY OF ST. LOUIS  
DEPARTMENT OF FINANCE  
OFFICE OF THE DIRECTOR OF PROCUREMENT**

**CHRIS CARTER  
SUPPLY COMMISSIONER**

**TISHAURA G. JONES  
MAYOR**

**1200 MARKET ST RM 324  
ST LOUIS MO 63103  
PHONE: 314-622-4580  
FAX: 314-622-4141**

**ADDENDUM NO. 2  
BID OPENING: DECEMBER 19, 2024.**

**TO: ALL BIDDERS**  
**FROM: TANNIA DALEY TRACEY, DEPUTY SUPPLY COMMISSIONER**  
**DATE: DECEMBER 6, 2024.**  
**RE: 2025BID000124,2, BODY WORN CAMERAS AND TRAINING**

This addendum is issued prior to bid opening to provide for modifications in plans and/or specifications. All bidders must attach this form to the original Bid/Quote Form. This completed, signed form will serve as acknowledgement that revised information has been received and the Bidder's bid is based on the revised specifications.

**1. QUESTION/ANSWERS**

**Question 1:** The RFP shows different dates for bid opening – the online portal shows proposals due on Thursday, December 19th but the documents show December 31st. Can you please confirm the proposal due date is Thursday, December 19th followed by a bid opening of Friday, December 20th?

**Answer 1:** The bid opening is scheduled for December 19, 2024 @12pm.

**Question 2:** The online portal states vendors are to submit their proposals online via the portal, but the RFP states vendors are to submit two copies mailed in. Can you please confirm that vendors are able to submit online via the portal without the need for submitting hard copies?

**Answer 2:** Yes, vendors can submit responses via the oracle vendor portal without sending hard copies. Some vendors might experience system problems so we give the option of mailing/drop off responses.

**Question 3:** Given the nature of goods/services being provided, we assume vendors are allowed to submit warranty language, proposed terms and any exceptions for this type of contract. Can the City please confirm this is acceptable with vendor proposals?

**Answer 3:** Yes, the warranty information is highly recommended and acceptable.



ADDENDUM NO.2 – 2025BID000124,2, BODY WORN CAMERAS AND TRAINING

DECEMBER 6, 2024.  
PAGE TWO

**Question 4:** On page 1, the RFP states this is for a 5-year contract period, but on page 3 the RFP states this is for 3-years with two, 1 year extensions. Can the City please confirm this is for a 5-year contract term and vendors are expected to price according to a 5-year term?

**Answer 3:** The contract is for 5 years from date of award.

**Question5:** Section 1.6 states, "Winning bidder is to provide Body Worn Cameras and Training for St. Louis Metropolitan Police Department's Mounted Patrol for the period beginning from date of award through November 30, 2027" – can the City please confirm this clause was included in error and can be ignored, given that page 1 says this is for a 5-year contract term for the City of St. Louis.?

**Answer 5:** This was an error. The information is 5 years from date of award.

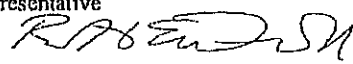
**Question 6:** Given the nature of goods/services being provided for this type of contract – can the City please confirm that the Performance Bond form included in the files is not applicable?

**Answer 6:** The form has to submitted with all contract negotiation/bid. Please indicate on the form that it's N/A and sign to this notification.

**1. FINAL QUESTIONS/ANSWERS:**

All remaining questions shall be submitted in writing (email accepted) to Tannia Daley Tracey, Deputy Supply Commissioner at [traceyt@stlouis-mo.gov](mailto:traceyt@stlouis-mo.gov) no later than 3:00 p.m. December 16, 2024.

**ADDENDUM RECEIVED AND ACKNOWLEDGED**

Axon Enterprise, Inc.  
\_\_\_\_\_  
Name of Firm  
  
Robert E. Driscoll, Jr., Deputy General Counsel  
\_\_\_\_\_  
Representative  
  
\_\_\_\_\_  
Signature  
12/17/24  
Date.



ADDENDUM NO.3 – 2025BID000124,3, BODY WORN CAMERAS AND TRAINING

DECEMBER 18, 2024

PAGE TWO

**Question 3:** Can the City please confirm if there is any legacy data from existing BWC and/or in-car camera systems that will need to be migrated into the awarded DEMS platform? If yes, can the City please confirm if vendors should include these migration services as part of our proposed cost offering?

**Answer 3:** There is a current BWC vendor and the data will need to be migrated if another vendor is selected.

**Question 4:** Regarding the requirement: *"The company's body worn cameras shall be configured to record when the TASER device is activated."* - Can the City please confirm if you are seeking this type of configuration to be natively integrated in the BWC solution, so that it provides:

- a) Advanced real-time alerts when the TASER is deployed and armed
- b) Automatically logs and records the use of force data for audit purposes and compiles into analytic dashboards for TASER deployments

**Answer 4:** The BWC must activate when the conduct energy device is deployed and activated. Additionally, the automatic log and records would be an addition to what is provided in the RFP, so if the vendor can provide that they should mention it in their bid.

**Question 5:** Regarding the RFP's request for 300 in-car camera systems, can the City please confirm if vendors should include the following features as part of their proposed offering:

- a) New routers for the new video system's connectivity
- b) Automated license plate reader functionality
- c) Video offload via cellular (LTE) service

**Answer 5:** Yes, vendors should include this into their bids if they have these capabilities.

**Question 6:** Similar to the BWC scope - given the City's RFP is seeking a 5-year contract term, we assume vendors should include one complete hardware refresh, as part of its included offer to the City. Can the City please confirm?

**Answer 6:** The city is not requiring this dependent on the capabilities of the technology. If that is something that the vendor can offer then it would benefit them to include it into their bid.

## 2. ANNOUNCEMENT

Please be advised that there is an update on the PRODUCT SPECIFICATION. The changes are highlighted in yellow. Make note of the updated information below.



ADDENDUM NO.3 - 2025BID000124,3, BODY WORN CAMERAS AND TRAINING

DECEMBER 18, 2024

PAGE THREE

**3. FINAL QUESTIONS/ANSWERS:**

All remaining questions shall be submitted in writing (email accepted) to Tannia Daley Tracey, Deputy Supply Commissioner at [traceyt@stlouis-mo.gov](mailto:traceyt@stlouis-mo.gov) no later than 3:00 p.m. December 23, 2024.

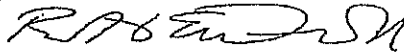
**ADDENDUM RECEIVED AND ACKNOWLEDGED**

Axon Enterprise, Inc.

Name of Firm

Robert E. Driscoll, Jr., Deputy General Counsel

Representative



12/23/24

Signature

Date.



STATE OF MISSOURI } ss  
CITY OF ST. LOUIS

I, the undersigned Register  
of said City do hereby certify the foregoing to be a true copy of

Axon Enterprise INC

Body Worn Cameras and Training

Comptroller Document Number 80184

Executed: January 22, 2025

the original of which is on file in this office.

Witness my hand and the seal of the City of St. Louis  
this 14th day of March, 2025

[Signature]  
REGISTER