

AN ORDINANCE 2010-03-11-0187

**ACCEPTING THE BID FROM GT DISTRIBUTORS, INC. TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT WITH 50 CONDUCTIVE ENERGY DEVICES, C.E.D.'S (TASER®) AND ACCESSORIES FOR A TOTAL COST OF \$52,517.50 FUNDED BY THE POLICE DEPARTMENT'S CONFISCATED PROPERTY FEDERAL ACCOUNT FUND.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by GT Distributors, Inc., a sole source supplier, to provide the City of San Antonio Police Department with 50 conductive energy devices (TASER®) and accessories for a total cost of \$52,517.50; and

**WHEREAS**, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A) which provides for any items that are available only from a sole source of supply; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The offer submitted by GT Distributors, Inc. to provide the City of San Antonio Police Department with 50 conductive energy devices (TASER®) and accessories for a total cost of \$52,517.50 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount of \$52,517.50 for this ordinance is available in Fund 29039000, Cost Center 1711030000, General Ledger 5304050, as part of the Fiscal Year 2010 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount up to \$52,517.50 is authorized to GT Distributors, Inc. and should be encumbered with a purchase order.


**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

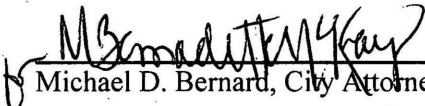
**PASSED AND APPROVED** this 11th day of March, 2010.

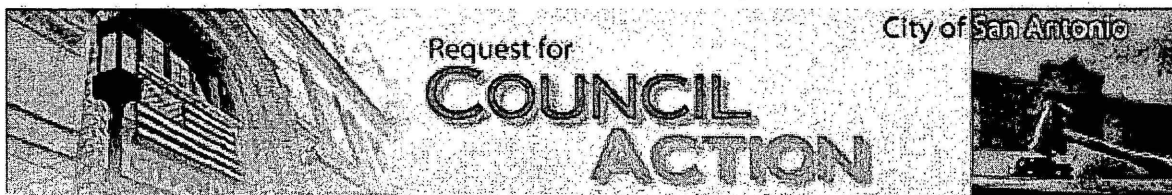
  
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney



## Agenda Voting Results - 8

<b>Name:</b>	7, 8, 9, 10, 11, 12A, 12B, 13, 14, 15, 16, 17A, 17B, 17D, 17E, 17F, 18, 19, 20, 21						
<b>Date:</b>	03/11/2010						
<b>Time:</b>	02:13:55 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid from GT Distributors, Inc. to provide the San Antonio Police Department with 50 conductive energy devices, C.E.D.'s (TASER®) and accessories for a total cost of \$52,517.50 funded by the Police Department's Confiscated Property Federal Account Fund. [Penny Post oak Ferguson, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3	x					
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

## Exhibit I

## City of San Antonio Bid Tabulation

Opened: December 14, 2009			<b>Sole Source</b> GT Distributors, Inc. P.O. Box 16080 Austin, TX 78761 800-252-8310
For: Conductive Energy Devices			
10-029 JH			
Item	Description	Est. Qty	
1	Taser, X26E, Yellow XDPM & Bladetec Holster, P/N AT-26024	50	
	Price Each		\$814.95
	Price Total		\$40,747.50
2	Taser, 15' Air Cartridge, P/N AT- 34200	300	
	Price Each		\$18.95
	Price Total		\$5,685.00
3	Taser, 21' Air Cartridge, P/N AT- 44200	100	
	Price Each		\$20.95
	Price Total		\$2,095.00
4	Taser, Extended Digital Power Magazine, P/N AT-26701	100	
	Price Each		\$37.95
	Price Total		\$3,795.00
5	Freight		\$195.00
	Payment Terms		Net 30
	Total		\$52,517.50
	Total Award		\$52,517.50

**CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPT.**

Issued By: JH/JH  
CITY CONTRACT NO. 10-029-JH

Date Issued: February 3, 2010  
Page 1 of 12

**TERMS & CONDITIONS FOR CONTRACT FOR  
CONDUCTIVE ENERGY DEVICES**

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST FOR OFFER AND PROVIDE YOUR OFFER NO LATER THAN 10:00 A.M., FEBRUARY 4, 2010

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7260.

**Contract Documents:** The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders Issued hereunder by the City of San Antonio ("City").

In the event of a conflict, the terms of this Terms and Conditions Document shall prevail over any Purchase Order.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any Attachments identified herein

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: Preston Wheelless  
(Please Print or Type)

Firm Name: GT Distributors, Inc.



Address: P.O. Box 16080

Signature of Person Authorized to Sign Offer

City, State, Zip Code: Austin, Texas 78761-6080

Email Address: txbids@gt-dist.com

Telephone No.: (800) 252-8310

Fax No.: (800) 480-5845

Please complete the following:

Prompt Payment Discount: 0 % N/A days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) \_\_\_\_\_  
☐ Female Owned ☐ Handicapped Owned ☒ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Other (specify) \_\_\_\_\_

Tax Identification Number: 74-2339528

**FOR CITY USE ONLY**

**AWARD**

Items Accepted: \_\_\_\_\_ Ordinance No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**



## I. GENERAL TERMS AND CONDITIONS

1. The terms "bidder", "contractor", and "vendor" all mean the party providing goods or services to the City pursuant to this contract.
2. Rejection of Disclaimers of Warranties & Limitations of Liability. Any term or condition in any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.
3. Acceptance of Offer. By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.
4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
5. Taxes. Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in prices, since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by Vendor.
6. Point of Destination. All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio's designated facility, or to the "ship to" address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City's "ship to" address.
7. Delivery Times. Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.
8. Failure to Meet Delivery Schedule. When delivery is not met as provided for in the contract, the Purchasing and General Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct, indirect, consequential, or incidental incurred by the City as a result thereof.
9. Acceptance By City. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
10. Warranty. Unless a specific warranty is provided elsewhere in these contract documents, the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.
11. Change Orders. In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:
  - (1) are made in writing, signed by the Purchasing Director or her designee;
  - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
  - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

## 12. Contract Termination

### TERMINATION-BREACH:

- (a) Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and General Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

### TERMINATION-NOTICE:

- (b) The City may cancel this contract for convenience upon ten days prior written notice.

### TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

## 13. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR's activities under this CONTRACT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by VENDOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this contract.

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing and General Services Department. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

15. Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

23. Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

25. Invoicing and Payment.

- (a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

(b) Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

- (c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER BY VENDOR** OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.

- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.



discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

## II. PRODUCT SPECIFICATIONS & DESCRIPTION OF SERVICES

1. Period of Contract. Contract shall be for the period beginning upon award and terminating upon delivery of all items ordered.

2. General Description of Product. Conductive Energy Devices, air cartridges and extended digital power magazines. These non-lethal weapon devices are utilized by the San Antonio Police Department and issued to trained officers to incapacitate suspects.

3. Product Specifications.

ITEM 1: Taser, X26E, Yellow XDPM & Right Handed Bladetec Holster, Part No. AT-26024

ITEM 2: Taser -15' Air Cartridge, Part No. AT-34200

ITEM 3: Taser-21' Air Cartridge, Part No. AT- 44200

ITEM 4: Taser Extended Digital Power Magazine, Part No. AT- 26701

## INSURANCE REQUIREMENTS

- (a) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "Conductive Energy Devices" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- (a) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage's and their limits when

deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

- (c) A vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- (d) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Purchasing and General Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- (e) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

- (f) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to



- (h) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.
- (i) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- (j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- (k) Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

## III. PRICE SCHEDULE

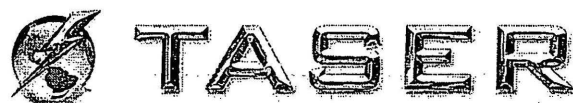
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>PRICE TOTAL</u>
1.	Taser, X26E, Yellow XDPM & Bladetek Holster, P/N AT-26024	50 Each	\$814.95	\$40,747.50
2.	Taser, 15' Air Cartridge, P/N AT-34200	300 Each	\$18.95	\$5,685.00
3.	Taser, 21' Air Cartridge, P/N AT- 44200	100 Each	\$20.95	\$2,095.00
4.	Taser, Extended Digital Power Magazine, P/N AT- 26701	100 Each	\$37.95	\$3,795.00
5.	Freight			\$195.00
	Total for Items 1 through 5			\$52,517.50

Delivery will be completed within 30 calendar days after receipt of order.

Delivery Location:  
San Antonio Police Academy  
C/O Armory; Attn: Blanca Hull  
12200 SE Loop 410, Building 3  
San Antonio, Texas 78221

**SOLE SOURCE DOCUMENTATION**  
**ATTACHMENT A:**

Vendor must provide a statement from describing the proprietary nature of the good or service and well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead and be signed by an authorized representative of the company.



PROTECT LIFE

17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.taser.com

03/16/2009

To Whom It May Concern;

This letter is to confirm TASER™ International, Inc. is the sole source manufacturer of the patented less-lethal electro muscular disruption, electronic control devices (EMD/ECD) TASER X26 Model 26000, 26001, 26003, 26004, 26005, 26006, 26011, 26012, 26013, 26014, 26015, 26016, 26017, 26018, 26019, 26020, 26021, 26022, 26023, 26024, 26025, 26026, 26027, 26028, 26300, 26301, 26303, 26304, 26305, 26306, 26311, 26312, 26313, 26314, 26315, 26316, 26317, 26318, 26319, 26320, 26321, 26322, 26323, 26324, 26325, 26326, 26327, and 26328.

TASER International is also the sole source manufacturer of the patented less-lethal Electro Muscular Disruption (EMD/ECD) TASER Brand M26, Model 44000 and 44005.

TASER International is also the sole source manufacturer of the patented, 15-foot Air Cartridges, Model 34200, and the patented, 21-foot, 25-foot, and 35-foot Air Cartridges, Model 44200, 44203, 44205, and 44206. The Air Cartridges are required for the unit to function in the remote TASER mode.

TASER International is also the sole source manufacturer of the patented TASER Cam, Model 26750 (full video and audio) and 26753 (full video and NO audio). This accessory item can be downloaded by USB patented, TASER Cam Download Kit Model 26737.

**These are some of the unique features of the company:**

Incorporated since 1993, TASER International is the forerunner of research and development in this field. The company has 15 years of manufacturing experience for these highly technological less lethal weapons and has over 8000 agencies deploying TASER brand products.

TASER International is housed in a state of the art 100,000 sq. ft. building with over 350 employees. There is 33,000 sq. ft. for production, 33,000 sq. ft. for operations and engineering and, 33,000 sq. ft. (two stories) for warehousing and shipping.

The company has a state of the art TASER Training Academy on site featured with 48 desks equipped with power and internet access, safety mats, heavy bags, and the IES Interactive MILO training simulator.

Training is geared toward the special needs of the military, law enforcement officers, medical personnel, private citizens, and instructor certification. Force options and decision making tactics, medical issues, weapon maintenance, and personal safety are just a few of the topics covered in the offered courses.

TASER International is the only ECD (Electronic Control Device) manufacturer who has an extensive mechanical engineering, electrical engineering, and technical staff that all contain the requisite comprehensive and technical knowledge and expertise essential in manufacturing these highly technological electronic control weapons.

TASER International's ADVANCED TASER M26 and X26 are the most extensively studied less lethal weapons on the market today. TASER International is the only weapons company in the world with both a scientific and medical advisory board comprised of world-class experts who provide critical insights to help the company design and test the safest devices possible.

**These are some of the unique features the ADVANCED TASERS M26 and X26 have that are not found with other Electronic Control Devices:**

The ADVANCED TASER M26 and X26 are the only less-lethal ECD weapons systems that can stop an aggressive, focused, combat trained attacker.

The ADVANCED TASER M26 and X26 are the only less-lethal ECD weapons systems that are compatible with the X-rail, a universal mount that will mount to anything with a Picatinny rail and utilizes a quick release mechanism to allow the user to carry either less lethal below their lethal weapon.

The ADVANCED TASER M26 and X26 directly stimulate motor nerve and muscle tissue, causing incapacitation regardless of mental focus, training, size, or drug induced dementia.

The ADVANCED TASER M26 comes with an on-board memory chip to download 585 past firings based on the time and date the unit was fired.

The TASER X26 comes with an on-board memory chip to download 2,000 past firings based on the time and date the unit was fired to protect officers from unfounded charges of misuse of force.

The ADVANCED TASER M26 and X26 have over 94.9% field effectiveness rating.

The ADVANCED TASER M26 and X26 use the same hand motions and muscle memory as standard 9 mm semi-automatic pistols, drastically reducing the amount of time required to train. User training and Instructor training materials are all on CD-Rom for ease of reproduction for training.

The X26 uses proprietary Shaped Pulse™ EMD Technology with high performance, highly efficient, incapacitation effect that's 5% greater than the ADVANCED TASER M26, and is 60% smaller, 60% lighter, and consumes 1/5th the power of the M26.

The X26 has an optional upgrade system, the TASER Cam which records over an hour of MPEG4 video and audio data to provide another layer of accountability to corroborate officers use reports.

The Lithium Battery System for all X26 Units is the DPM - Digital Power Magazine (26700), XDPM - Extended Digital Power Magazine (26701) and the rechargeable TASER Cam (26750). (All battery systems are rated up to \*195 5-second firings at room temp.)

The Extended Warranty Lithium Battery System for all X26 Units is the 1 year (26711) and 4 year (26714) DPM - Digital Power Magazine and the 1 year (26721) and 4 year (26724) XDPM - Extended Digital Power Magazine. (All battery systems are rated up to \*195 5-second firings at room temp.)

Propulsion System for all air cartridges is compressed nitrogen (1800 to 2500 lbs/in<sup>2</sup>).

The BATF has classified the ADVANCED TASER M26 and X26 as Non-Firearm.

**The Sole Authorized Police Distributor for Texas is:**

**GT Distributors Inc.  
2545 Brockton Dr. Suite 100  
Austin, TX. 78758  
1-800-775-5996 Phone  
1-512-453-6149 Fax**

**THERE IS NO OTHER AUTHORIZED REPAIR FACILITY FOR TASER BRAND PRODUCTS OTHER THAN THE ONE LISTED BELOW.**

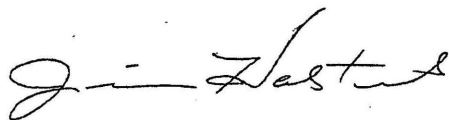
**Sole Authorized Repair Facility For TASER Brand Products:**

**TASER International, Inc.  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ. 85255  
1-800-978-2737 Toll Free  
1-480-905-2000 Phone  
1-480-991-0791 Fax**

Please note the ADVANCED TASER™, AIR TASER™, and TASER™ are registered trademarks. TASER-Wave™ is a trademark of TASER International Inc. Patent: U.S. 5,078,117 and others pending in the U.S. and Worldwide. Copyright 1999 TASER International, Incorporated.

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Halsted".

Jim Halsted  
Vice President, LE Sales  
TASER International, Inc.

CITY OF SAN ANTONIO  
PURCHASING DEPARTMENT  
CERTIFICATE OF EXEMPTION FROM  
COMPETITIVE BID OR PROPOSAL REQUIREMENTS

Date 01/25/2010


Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure in excess of \$25,000 except as specified below:


(Please check which exemption you are certifying)

- |   |   |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments  |
| <input checked="" type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents                                    | <input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property   | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.              |
| <input type="checkbox"/> a procurement for personal, professional or planning services  | <input type="checkbox"/> personal property sold   |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses  | <input type="checkbox"/> services performed by blind or severely disabled persons   |
| <input type="checkbox"/> a purchase of land or right-of-way   | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality   |
| <input checked="" type="checkbox"/> a procurement of items available from only one source   | <input type="checkbox"/> electricity  |
| <input type="checkbox"/> a purchase of rare books, papers and other materials for a public library  |   |

This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:  
The use of the Taser X-26 was implemented by SAPD in December 2006 and is a non-lethal device which shoots probes and darts from 15-35 feet away and imbeds in a subject through electrical wires. The electrical charge incapacitates the subject through interruption of muscular control. The purchase for additional Taser X-26 will be utilized for trained SAPD Officers in 2009 and future years and is only available from GT Distributors in the state of Texas.
3. Because the exemption stated above exists, the City of San Antonio intends to contract with: GT Distributors, PO Box 16080, Austin, TX 78761.  
which will cost approximately \$ 52,517.50

  
Originator

  
Department Director Approval

\_\_\_\_\_  
City Manager or designee (signature for approval required only for ratification by City Council)



**Statement:**

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205."

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY OF SAN ANTONIO  
PURCHASING & GENERAL SERVICES  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** PURCHASING & GENERAL SERVICES  
111 SOLEDAD, 11TH FLOOR  
SAN ANTONIO, TEXAS 78205

**REMARKS:**