

AN ORDINANCE 2010-12-16-1053

ACCEPTING AN OFFER WITH J. POWELL ENTERPRISES, L.L.C. TO PROVIDE THE FIRE AND POLICE DEPARTMENTS WITH THE PURCHASE OF 3,500 ANTIDOTE POUCHES FOR A TOTAL COST OF \$104,825.00, FUNDED FROM THE 2008 METROPOLITAN MEDICAL RESPONSE SYSTEM GRANT.

* * * * *

WHEREAS, an offer was submitted by J. Powell Enterprises, L.L.C., a sole source supplier, to provide the City of San Antonio Fire and Police Departments with the purchase of 3,500 antidote pouches for a total of \$104,825.00; 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 J. Powell Enterprises, L.L.C. to provide the City of San Antonio Fire and Police Departments with the purchase of 3,500 antidote pouches for a total cost of \$104,825.00 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 and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Fund 2606520011 entitled "Homeland Security Grant 2008" and Internal Order 120000000069, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract.

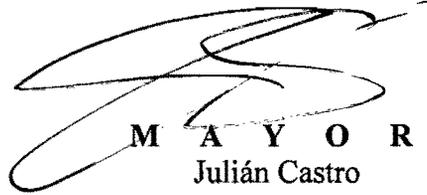
SECTION 3. The sum of \$104,825.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5304050 "Tools Apparatus & Accessories". Payment is authorized to J. Powell Enterprises and should be encumbered with a purchase order.

SECTION 4. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/fpr
12/16/10
Item No. 6

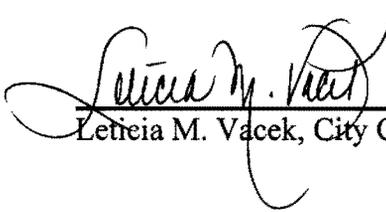
SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 16th day of December, 2010.



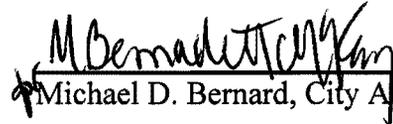
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 6

Name:	6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 20A, 20B, 22A, 22B, 24, 25A, 25B, 25C, 26, 27, 30, 31, 33A, 33B, 33D, 33E, 34, 35, 36, 37, 39A, 39B, 40, 41, 42A, 42B, 43A, 43B, 44, 45, 46, 47, 48, 49, 50						
Date:	12/16/2010						
Time:	10:30:06 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting an offer with J. Powell Enterprises, L.L.C. to provide the Fire and Police Departments with the purchase of 3,500 antidote pouches for a total cost of \$104,825.00, funded from the 2008 Metropolitan Medical Response System Grant. [Ben Gorzell, Chief Financial Officer; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7	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: September 29, 2010			
For: Antidote Pouches			Sole Source
11-001	CC	J. Powell Enterprises, L.L.C. 2140 Comal Springs Canyon Lake, TX 78133 210-291-6166	
Item	Description	Quantity	
1	Strategic Nerve Antidote Pouch with Reflective Striping	3,470 ea	
	Price Each		\$29.95
	Price Total		\$103,926.50
2	Strategic Nerve Antidote Pouch without Reflective Striping	30 ea	
	Price Each		\$29.95
	Price Total		\$898.50
	Delivery		60 days
	Payment Terms		1% 10 days
	Total		\$104,825.00
Total Award			\$104,825.00

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPT.

Issued By: CC/cc
CITY CONTRACT NO. 11-001-CC

Date Issued: September 21, 2010
Page 1 of 11

TERMS & CONDITIONS FOR CONTRACT FOR
ANTIDOTE POUCHES

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 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.

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: Joshua Powell Firm Name: J. Powell Enterprises, L.L.C.
(Please Print or Type)

Address: 2140 Comal Springs

Signature of Person Authorized to Sign Offer: [Signature] City, State, Zip Code: Canyon Lake TX 78133

Email Address: jpowellent enterprises cydo.com Telephone No.: 210-291-6166
Fax No.: _____

Please complete the following:

Prompt Payment Discount: 1 % 10 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: 27-2403089

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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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, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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 the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER,

WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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.

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.

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.

26. Questions. Questions regarding interpretation of offer, offer results or offer awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

27. Submission of Offer.

(a) Vendor shall **mail the original offer** in a sealed envelope addressed to:

Purchasing & General Services Department, Procurement Division
Attn: Christina Cardenas
111 Soledad, Suite 1100
San Antonio, TX 78205

The name and address of vendor, the date and hour of the offer due date, RFO number and title of the request for offer shall be marked on the outside of the envelope(s).

A copy of the signed original offer shall also be submitted via email or fax to the Purchasing & General Services Department, Procurement Division:

Email to: Christina Cardenas at christina.m.cardenas@sanantonio.gov.
Fax to: Attn: Christina Cardenas at (210) 207- 4029

(b) By submittal of this offer, vendor certifies to the best of his/her knowledge that all information is true and correct.

[The remainder of this page is intentionally left blank.]

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. Strategic Nerve Antidote Pouches; Color: Black/Orange. These pouches allow easy access, easy identification, and overall sensible functionality for times of great need when personnel are under difficult environmental conditions.
3. Product Specifications.

ITEM 1: Nerve Agent Antidote Kit Carrying Pouch With Reflective Striping

- **Size:** Pouch should be approximately 6 ¾" X 4 ½".
- **Shape:** Low profile curved rectangular shape allows the pouch to stay close to the body, and out of the way.
- **Material Color:** Black
- **Reflective Strip:** The reflective strip on the pouch shall be reflective orange and will provide easier identification at night time when looking for personnel wearing the pouches conscious or unconscious. The strip shall be located on the outside pouch flap.
- **Injector Slots:** The length of the slots shall be designed to allow a gloved hand easier access to each injector without causing disturbance to the other two injectors left in place. The pouch shall carry a minimum of three Duo Dote Injectors. There should also be an elastic band across the top of the injector slots to aid in holding the injectors in the pouch. Even if the pouch were to be inverted with the pouches flap open injectors will stay in place. The slots shall be designed in a manner that allows a user to quickly confirm the number of injectors available in the pouch.
- **Pouch Flap:** A Velcro strip is located on each side of the pouch allowing the flap to be securely fastened closed which provides extra protection for the injectors and the safety caps. The flap will also provide a convenient pull tab to open the pouch even with a gloved hand under difficult environmental conditions.
- **Pouch Backing:** The backing on the pouch shall be stiff enough to maintain rigidity of the pouch while still being pliable. The backing shall provide the wearer extra protection from being accidentally injected through the pouch. The backing shall be designed in a manner that adjustments needed due to different belt sizes or strap sizes may be utilized by the end user to secure the pouch to the body, belt, and carry bag.
- **Pouch Straps:** These straps are for the use of connecting the pouch to a variety of attachments. Such as military, Fire, Police, and EMS gear. The straps fold back onto themselves then are snapped together making it difficult to remove.
- **Arm Band :** The arm band shall be elastic and made of durable material. The arm band allows the wearer to strap the pouch to multiple personal protective gear; such as a bare arm, a uniformed arm, a bunker jacket, or a tychem suit. When used properly it does not cut off circulation to the arm. The arm band shall be adjustable which allows for a variety of circumferences.
- **UV Protection:** The pouch material shall be capable of protecting the injectors, while enclosed in the pouch, from UV rays.

ITEM 2: Nerve Agent Antidote Kit Carrying Pouch Without Reflective Striping

Item 2 is identical to Item 1, except that it shall not have the reflective striping.

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III. PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>PRICE TOTAL</u>
1.	Strategic Nerve Antidote Pouch With Reflective Striping	3,470 Each	\$ <u>29.95</u>	\$ <u>103,926.⁵⁰</u>
2.	Strategic Nerve Antidote Pouch Without Reflective Striping	30 Each	\$ <u>29.95</u>	\$ <u>898.50</u>

Delivery will be completed within 60 calendar days after receipt of order.

Delivery Location:
San Antonio Emergency Operations Center
C/O Officer Eric Shuey
8130 Inner Circle
San Antonio, Texas 78235

[The remainder of this page is intentionally left blank.]

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.

[The remainder of this page is intentionally left blank.]

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 7th 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. 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, 2nd 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:

[The remainder of this page is intentionally left blank.]

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

Date 09-21-10

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 \$50,000 except as specified below:

(Please check which exemption you are certifying)

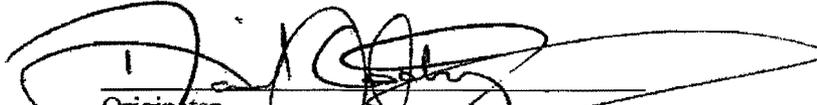
- | | |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments |
| <input 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 subchapter, 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:

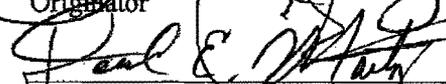
1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:
The manufacturer of the nerve agent antidote kit (NAAK) carried by all emergency first responders has changed the manner in which they package the antidote dispenser. Responders have recognized the dangers associated with trying to open the new packaging while experiencing symptoms from a nerve agent exposure. In an effort to provide immediate access to the antidote for all responders while at the same time protecting the antidote from UV exposure, accidental discharge, damage and loss a suitable NAAK carrier was located, tested and evaluated. The carrier provides multiple methods of attaching the carrier to responders clothing as well as placement (arms, forearms, belt, leg, bags, etc...). The carrier provides easy access to gloved hands and with reflective striping, the carrier is easy to spot in adverse conditions. After following all of the COSA purchasing guidelines, only one manufacturer was located that provides this carrier.

3. Because the exemption stated above exists, the City of San Antonio intends to contract with:
J.Powell Enterprises, LLC

which will cost approximately \$ \$104,825.00



Originator



Paul E. Marty
Department Director Approval

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