

**A RESOLUTION BY**

**13- R -0123**

**FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6451-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-07F-8940D, TO PURCHASE TWO HUNDRED (200) ELECTRONIC CONTROL DEVICES (“ECD”), FROM AARDVARK, TO REDUCE THE LIKELIHOOD OF INJURY CAUSED TO SUSPECTS RESISTING LAWFUL ARREST, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT (“DEPARTMENT”), IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-FIVE THOUSAND, NINE HUNDRED EIGHTEEN DOLLARS (\$385,918). ALL COSTS SHALL BE CHARGED TO AND PAID FROM THE FEDERAL RICO TRUST FUND 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5311003 (EXPENSE ACCOUNT: SUPPLIES, CONSUMABLE-TRACKABLE); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Police Department (“Department”), pursuant to 12-R-0987, entered into a cooperative purchase agreement to procure four hundred (400) electronic control devices (“ECD”) from Aardvark, to reduce the likelihood of injury to sworn police officers and suspects resisting lawful arrest; and

**WHEREAS**, the ECD that were purchased have been highly useful, and the Department desires to purchase an additional two hundred (200) electronic control devices (“ECD”) to further reduce the likelihood of injury to sworn police officers and suspects resisting lawful arrest; and

**WHEREAS**, pursuant to the City’s Procurement and Real Estate Code of Ordinances 2-1602, the Chief Procurement Officer may procure supplies, services and construction items through contracts established by public procurement units where such contracts and contractors substantially meet the requirements of the city’s Procurement and Real Estate Code; and

**WHEREAS**, The United States General Services Administration (“GSA”) contract #GS-07F-8940D was competitively procured in a manner consistent with Division 4 of the City’s Procurement and Real Estate Code, and the costs of the goods and/or services are comparable; and

**WHEREAS**, the Chief of Police and the Chief Procurement Officer recommend entering into a cooperative purchasing agreement designated by the Department of Procurement as COA-6451-PL, utilizing GSA contract #GS-07F-8940D, to purchase two hundred (200) electronic control devices (“ECD”) from Aardvark, for the Atlanta Police Department, to be

used by sworn Atlanta Police officers specifically trained in their use, to subdue suspects resisting lawful arrest, for the purpose of reducing the likelihood of injury to the suspect resisting lawful arrest; and other purposes; and

**WHEREAS**, the Department has identified as the funding source for the two hundred (200) Electronic Control Devices (“ECD”), the amount of three hundred eighty-five thousand, nine hundred eighteen dollars (\$385,918) from the Federal RICO Trust Fund: 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: FEDERAL-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** that the Mayor be and is hereby authorized, pursuant to 2-1602 of the City of Atlanta Code of Ordinances, to enter into a cooperative purchasing agreement designated by the Department of Procurement as COA-6451-PL, utilizing the United States General Services Administration (“GSA”) contract #GS-07F-8940D to procure two hundred (200) Electronic Control Devices (“ECD”) from Aardvark, on behalf of the Atlanta Police Department, to be used by sworn Atlanta Police officers specifically trained in their use, to subdue suspects resisting lawful arrest, for the purpose of reducing the likelihood of injury to the suspect resisting lawful arrest, and other purposes, in an amount not to exceed three hundred eighty-five thousand, nine hundred eighteen dollars (\$385,918).

**BE IT FURTHER RESOLVED**, all costs for the two hundred (200) Electronic Control Devices (“ECD”) shall be charged to and paid from the Federal RICO Trust Fund: 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: FEDERAL-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer is directed to prepare an appropriate purchase order.

**BE IT FINALLY RESOLVED**, that the purchase order will not become binding upon the City and the City shall incur no obligation or liability until it has been approved by the Chief Procurement Officer.

## ***Legislative White Paper***

**Committee of Purview:** Finance/Executive

**Caption:** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6451-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-07F-8940D, TO PURCHASE TWO HUNDRED (200) ELECTRONIC CONTROL DEVICES (“ECD”), FROM AARDVARK, TO REDUCE THE LIKELIHOOD OF INJURY CAUSED TO SUSPECTS RESISTING LAWFUL ARREST, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT (“DEPARTMENT”), IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-FIVE THOUSAND, NINE HUNDRED EIGHTEEN DOLLARS (\$385,918). ALL COSTS SHALL BE CHARGED TO AND PAID FROM THE FEDERAL RICO TRUST FUND 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5311003 (EXPENSE ACCOUNT: SUPPLIES, CONSUMABLE-TRACKABLE); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS); AND FOR OTHER PURPOSES.

**Council Meeting Date:** 4 February 2013

**Legislation Title:** Purchase Electronic Control Devices from Aardvark under cooperative agreement COA-6451-PL

**Requesting Dept.:** Police

**Contract Type:** GSA

**Source Selection:** Coop

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/** N/A

**Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Background:** This resolution seeks authorization is to purchase 200 Electronic Control Devices (“tasers”) using RICO funds and a GSA Cooperative Agreement. Previously 400 were purchased under the same GSA contract. Now permission is sought to buy 200 more.

**Fund Account Center:** the Federal RICO Trust Fund: 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: FEDERAL-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**Source of Funds:** Federal RICO Trust Fund

**Fiscal Impact:** three hundred eighty-five thousand, nine hundred eighteen dollars (\$385,918) from the Federal RICO fund.

**Term of Contract:** N/A

**Method of Cost Recovery:**

**Approvals:**

**DOF:**

**DOL:**

**Prepared By:** Investigator Kurt Braunsroth

**Contact Number:** 404-546-4266

## Legislation Summary

**Committee of Purview:**

**Caption**

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Atlanta Police Department with Aardvark for in an amount not to exceed three hundred eighty five thousand nine hundred eighteen dollars and no cents (\$385,918.00). All contract work shall be charged to and paid from fund account and center number: 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: Federal-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**Council Meeting Date:** February 04, 2013

**Legislation Title:** Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-07F-894D with Aardvark for COA #6451-PL for the purchase of Two Hundred (200) Electronic Control Devices (“ECD”) to reduce the likelihood of injury caused to suspects resisting lawful arrest behalf of the Atlanta Police Department in an amount not to exceed three hundred eighty five thousand nine hundred eighteen dollars and no cents (\$385,918.00). All contract work shall be charged to and paid from fund account and center number: 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: Federal-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**Requesting Department:** Atlanta Police Department

**Contract Type:** N/A

**Source Selection:** Federal GSA Contract #GS-07F-894D

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/**

**Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Justification Statement:** N/A

**Background:** N/A

**Fund Account Centers:** 7701 (Trust Fund); 240101 (APD Chief of Police); 5311003 (Expense Account: Supplies, Consumable-Trackable); 1320000 (Chief Executive); 600234 (Project: Federal-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

**Source of Funds:** N/A

**Fiscal Impact:** N/A

**Term of Contract:** N/A

**Method of Cost Recovery:** N/A

**Approval:**  
**DOF:**  
**DOL:**

**Prepared By:** Patricia Lowe, Buyer

**Contact Number:** 404.330.6583



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# Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-8940D	Socio-Economic :	Small business
Contractor:	AARDVARK	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1935 PUDDINGSTONE DR LA VERNE, CA 91750-5818	Govt. Contracting Officer:	Kris Andrews
Phone:	909-451-6150	Phone:	817-850-8165
E-Mail:	ADAO@INTEGRATEDBYAARDVARK.COM	E-Mail:	kris.andrews@gsa.gov
Web Address:	http://WWW.AARDVARKTACTICAL.COM	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	861004349		
NAICS:	315999		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-8940D		Jul 31, 2016	246 20 1 426 1A 426 1B 426 1D 426 1G 426 3A 426 99	      

**Aardvark**  
**General Services Administration**  
**Terms & Conditions**  
**Federal Supply Services Administration**

**EFFECTIVE DATE: October 1, 2012**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advatage!™ a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www/fss/gsa/gov>.

SCHEDULE FSC Group 84

Total Solutions for Law Enforcement, Security, Facilities Management,  
Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/  
Disaster Response

FSC CLASS: 1040, 1095, 1365, 1367, 4220, 4240, 5120, 5855, 5965, 6230, 6350, 8465, 8470, 9999

CONTRACT GS-07F-8940D

For more information on ordering from Federal Supply Schedules click on FSS Schedules button at <http://www.fss.gsa.gov>.

CONTRACT 8/1/1996 - 7/31/2016

CONTRACTCONTRACT

Aardvark  
1935 Puddingstone Drive  
La Verne, CA 917500  
Phone (909) 451-6100 Fax (909) 392-3823  
Toll Free: (800) 997-3773  
ON995

CAGE CODE

WEBSITE: <http://www.integratedbyaardvark.com>

E-MAIL: [info@integratedbyaardvark.com](mailto:info@integratedbyaardvark.com)

BUSINESS SIZE SMALL

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN'S):

426-1A: Miscellaneous Personal Equipment

1. Blackhawk Products Group
2. Eagle Industries
3. Hardigg Cases
4. Streamlight
5. Paulson Manufacturing
6. Savvy Armor
7. Safariland
8. Sure Fire
9. Wilderness Tactical Products
10. Bianchi

426-1B: Body Armor

1. FIST
2. Protech Armored Products

426-1D: Restraining Equipment

1. Defense Technology / First Defense
2. Monadnock

- 3. NIK
- 4. Paulson Manufacturing
- 5. Taser International
- 426-1G: Miscellaneous Law Enforcement Equipment
  - 1. Aarvark
  - 2. Blackhawk Products Group
  - 3. Lumenyte International
  - 4. Phoenix International
  - 5. Qinetiq, Inc.
  - 6. T-Comm
  - 7. Stinger Spike System
- 426-3A: Emergency Signal Equipment
  - 1. Able 2 Megaphones
  - 2. Anchor Audio
  - 3. Xenonics
  - 4. HPV Technologies
- 426-4E:
  - 1. Aardvark
- 426-4F:
  - 1. Aardvark
- 426-99:
  - 1. Voxtec

1b. LOWEST PRICED MODEL NUMBER FOR EACH SIN:  
 (Government price based on a unit of one; does not include options/accessories)

SIN	Item #	GSA Net Price
426-1A	SL20160	\$ .69
426-1B	PT101	\$45.14
426-1D	TI26737	\$1.00
426-1G	PIU-130	\$4.00
426-3A	HPVRAIL	\$12.60
426-4E	ATIFRKTV	\$50.38
426-4F	KIT-BOP-SRT	\$1,985.70
426-99	VI-ASSY-65-0104	\$35.97

2. MAXIMUM\*: \$200,000 per SIN 426-1A, 426-1B, 426-1G, 426-3A, 426-4E, 426-4F, 426-99  
 \$500,000 per SIN 426-1D

\*If the "best value" selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

- 3. MINIMUM ORDER: None
- 4. GEOGRAPHIC COVERAGE: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washinton DC, U.S. Territories, and to a port or consolidation point within aforementioned locations.
- 5. POINT (S) OF PRODUCTION:
  - 426-1A Norfolk, VA
  - Fenton, MO
  - Deerfield, MA
  - Ontario, CA
  - Oxnard, CA
  - EagleVille, PA
  - Temecula, CA
  - Phoenix, AZ
  - Mexico
  - Fountain Valley, CA
  - 426-1B Brooklyn, NY
  - Ontario, CA
  - 426-1D Jacksonville, FL
  - Fitzwilliam, NH

Temecula, CA  
 Casper, WY  
 Scottsdale, AZ  
 426-1G La Verne, CA  
 Foothill Ranch, CA  
 Chino, CA  
 Anaheim, CA  
 United Kingdom  
 426-3A Cassville, MO  
 Torrance, CA  
 Carlsbad, CA  
 426-4E La Verne, CA  
 426-4F La Verne, CA  
 426-99 Annapolis, MD

- 6. BASIC DISCOUNTS: Prices shown are net discounts previously deducted and the IFF has been added.
- 7. QUANTITY DISCOUNTS: None
- 8. PROMPT PAYMENT TERMS: Net 30 Days
- 9a. GOVERNMENT COMMERCIAL CREDIT CARD (GCCC) Below Micropurchase Threshold: Accepted
- 9b. GOVERNMENT COMMERCIAL CREDIT CARD (GCCC) Above Micropurchase Threshold: Accepted
- 10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY AFTER RECEIPT OF ORDER (ARO): 30 Days ARO
- 11b. EXPEDITED DELIVERY: All items under contract are available for expedited delivery depending upon stock on hand.
- 11c. OVERNIGHT and 2-DAY DELIVERY: Overnight and 2-day delivery are available depending upon stock on hand.  
Please call for rates and available.
- 11d. URGENT REQUIREMENTS: Agencies can contact Aardvark for faster delivery.
- 12. F.O.B. POINT: Origin
- 13a. ORDERING ADDRESS: 1935 Puddingstone Drive, La Verne, CA 91750
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreement (BPA's), and a sample BPA can be found at the GSA/FSS Schedule home Page ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).
- 14. PAYMENT ADDRESS: 1935 Puddingstone Drive, La Verne, CA 91750
- 15. WARRANTY PROVISION: Standard Commercial Warranty.
- 16-23 N/A
- 24a. ENVIRONMENTAL ATTRIBUTES: NONE
- 24b. N/A
- 25. DATA UNIV861004349
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Active in SAM. Registration valid until December 18, 2013



Prepared By Kevan Bray  
 Company Name TASER International  
 Company Address 17800 N. 85th Street  
 Scottsdale, AZ 85255-9603  
 US  
 Phone (480) 502-6249  
 E-mail kbray@taser.com

Created Date 12/6/2012  
 Expiration Date 2/28/2013  
 Quote Number 00006570  
 Fax (480) 991-0791

**Customer Information**

Account Name ATLANTA POLICE DEPT.  
 Contact Name Shawn Jones

Email sljones@atlantaga.gov  
 Fax (404) 546-9360  
 Phone (404) 546-7290

**Shipping and Billing Information**

Bill To Name ATLANTA POLICE DEPT.  
 Bill To 226 Peachtree Street, SW  
 Atlanta, GA 30303  
 US

Ship To Name ATLANTA POLICE DEPT.  
 Ship To 226 Peachtree Street, SW  
 Atlanta, GA 30303  
 US

Part Number	Product	Quantity	Sales Price	Total Price
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	800.00	USD 29.95	USD 23,960.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	400.00	USD 28.95	USD 11,580.00
22003	HANDLE, YELLOW, CLASS III, X2	200.00	USD 978.00	USD 195,600.00
26820	TASER CAM, AS, TCHD-X2	200.00	USD 314.95	USD 62,990.00
26763	WARRANTY, 4 YEAR, TASER CAM HD	200.00	USD 149.95	USD 29,990.00
22014	WARRANTY, 4 YEAR, X2	200.00	USD 308.99	USD 61,798.00

Notes: \$210 discount is being applied with requirement for agency to purchase TASER Cam HD and Warranties.  
 Shipping fee waived.  
 Warranty terms and conditions apply.

Subtotal USD 385,918.00  
 Total Price USD 385,918.00  
 Grand Total USD 385,918.00

**Quote Acceptance:**

Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Date \_\_\_\_\_  
 PO# \_\_\_\_\_

**TASER International, Inc.'s Sales Terms and Conditions**  
**Direct Sales to End User Purchasers**  
 (applies to all direct purchases by internet or phone)  
 (Effective June 27, 2011)

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in

your purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

**Product Background Checks.** Some products require that you complete a background check before you will be allowed to purchase the product. For U.S. buyers, the TASER® C2® electronic control device ("ECD") requires an identification and felony background check to activate the device. The C2 ECD background check may be completed via the Internet at <https://activate.taser.com/c2activation/> or by calling 1.888.827.3788. You must complete and pass the C2 ECD background check to obtain the activation code for the device.

**AFID Registration.** For the TASER ECDs and TASER cartridges, you must complete the product registration and, where applicable, return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

**Final Sales.** All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

**Return Policies; Exchanges for TASER Citizen Products.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below:

**15-Day Return Period for Certain ECDs, Cartridges and Accessories:** The TASER C2 ECD, M26C™ ECD, X26C™ ECD, TASER cartridges for citizen products, and accessories for citizen products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For a TASER C2 ECD to qualify under the 15-day return policy it must not be activated and no attempted activation may have been made. Any product returned to TASER without prior authorization from TASER will be considered an unauthorized return, and the customer will not receive credit for the product and TASER will not ship the product back to you.

**TASER will not accept any exchanges or returns of TASER C2 ECDs that have been activated or where activation was attempted.**

**Restocking Fees:** Unless the product is defective or the return is a direct result of a TASER error, TASER may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

**How to Return a Product:** Before returning a product, you must first contact TASER customer service and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. TASER will not accept returns without an RMA number. See the Product Warranty, [www.TASER.com](http://www.TASER.com), or contact TASER at 800.978.2737 or +1.480.905.2000 (for International callers) for information on how to obtain an RMA number. NOTE: You must ship the product to TASER within 5 days of the date that TASER issues the RMA number as follows:

- ship back all products you are seeking to return to TASER and for which you received a RMA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions;
- return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment;
- place the RMA number on the outside of the package;
- include proof of purchase of the product (receipt, purchase order, or invoice); and
- include your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, TASER will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

If you fail to follow the return or exchange instructions and policies provided by TASER, TASER is not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

**Payment Terms.** Terms of payment are within TASER's sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

**Taxes.** Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

**Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

**Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Not For Resale or Export.** You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

**Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**Product Warnings.** See TASER's website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Entire Agreement.** These Sales Terms and Conditions constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements are intended to be discharged or nullified.

**Governing law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

M26C™, X26C™, 'Protect Life' and © are trademarks of TASER International, Inc., and C2® and TASER® are registered trademarks of TASER International, Inc., registered in the U.S.  
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TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Investigator Kurt Braunsroth

Contact Number: 404-546-4266

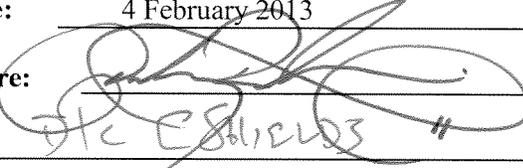
Originating Department: Police

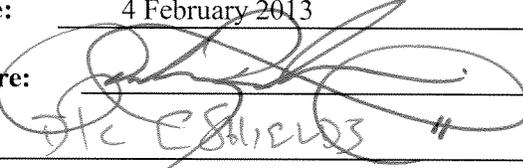
Committee(s) of Purview: Finance/Executive

Chief of Staff Deadline: 11 January 2013

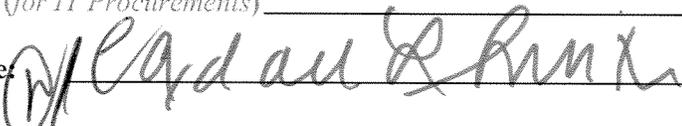
Anticipated Committee Meeting Date(s): 29-30 January 2013

Anticipated Full Council Date: 4 February 2013

Legislative Counsel's Signature: 

Commissioner's Signature: 

Chief Information Officer Signature (for IT Procurements) \_\_\_\_\_

Chief Procurement Officer Signature: 

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6451-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-07F-8940D, TO PURCHASE TWO HUNDRED (200) ELECTRONIC CONTROL DEVICES ("ECD"), FROM AARDVARK, TO REDUCE THE LIKELIHOOD OF INJURY CAUSED TO SUSPECTS RESISTING LAWFUL ARREST, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT"), IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-FIVE THOUSAND, NINE HUNDRED EIGHTEEN DOLLARS (\$385,918). ALL COSTS SHALL BE CHARGED TO AND PAID FROM THE FEDERAL RICO TRUST FUND 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5311003 (EXPENSE ACCOUNT: SUPPLIES, CONSUMABLE-TRACKABLE); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: Adrian 1-11-13  
(date)

Reviewed by:   
(date)

Submitted to Council: \_\_\_\_\_ (date)



## CITY OF ATLANTA

Kasim Reed  
Mayor

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55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

## MEMORANDUM

TO: Councilmember Felicia Moore  
Chair, Finance Executive Committee

FROM: Adam L. Smith *ASL*

RE: Federal GSA Contact #GS-07F-8940D for Contract #COA-6451-PL

DATE: January 11, 2013

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This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.