

A RESOLUTION BY

FINANCE/EXECUTIVE COMMITTEE

13- R -0196

A RESOLUTION FOR THE SOLE PURPOSE OF CORRECTING THE CONTRACTING PARTY NAME IN RESOLUTION 12-R-1555, HEREAFTER AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH COMPUTECH, DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6249-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-35F-0186P, TO PURCHASE AN IN-CAR CAMERA AND GLOBAL POSITIONING SYSTEM (“GPS”) VEHICLE TRACKING SYSTEM, TO MONITOR THE LOCATION AND ACTIVITY INSIDE ATLANTA POLICE VEHICLES, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT (“DEPARTMENT”), IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED EIGHTY-FOUR DOLLARS (\$533,384). ALL COSTS SHALL BE CHARGED TO AND PAID FROM 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE ACCOUNT: EQUIPMENT \$1,000-\$4,999); 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”) has determined a need to track the location of police vehicles and record activity inside police vehicles; 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-35F-0186P 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 with Computech, designated by the Department of Procurement as COA-6249-PL, utilizing GSA contract #GS-35F-0186P, to procure an in-car camera and GPS tracking system for police vehicles of the Atlanta Police Department, to track the location of police vehicles and record activity inside of Atlanta Police Department vehicles; and for other purposes; and

WHEREAS, the Department has identified as the funding source for the GPS tracking system five hundred thirty-three thousand, three hundred eighty-four dollars (\$533,384) from 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE

ACCOUNT: EQUIPMENT \$1,000-\$4,999); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS).

WHEREAS, approved resolution 12-R-1555 authorized the Mayor to enter into a cooperative agreement with Watchguard designated by the Department of Procurement as COA-6249-PL, utilizing GSA contract #GS-35F-0186P (“GSA Contract”), but the vendor named in the GSA contract is Computech, a licensed reseller of Watchguard products, and 12-R-1555 should have named Computech instead of Watchguard, and a corrected resolution is needed.

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 with Computech designated by the Department of Procurement as COA-6249-PL, utilizing the United States General Services Administration (“GSA”) contract #GS-35F-0186P to procure an in-car camera and GPS tracking system for police vehicles of the Atlanta Police Department, to track the location of police vehicles and record activity inside of Atlanta Police Department vehicles; and for other purposes, in an amount not to exceed five hundred thirty-three thousand, three hundred eighty-four dollars (\$533,384).

BE IT FURTHER RESOLVED, all costs for the GPS tracking system purchased under COA-6249-PL shall be charged to and paid from 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE ACCOUNT: EQUIPMENT \$1,000-\$4,999); 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 FOR THE SOLE PURPOSE OF CORRECTING THE CONTRACTING PARTY NAME IN RESOLUTION 12-R-1555, HEREAFTER AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH COMPUTECH, DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6249-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-35F-0186P, TO PURCHASE AN IN-CAR CAMERA AND GLOBAL POSITIONING SYSTEM ("GPS") VEHICLE TRACKING SYSTEM, TO MONITOR THE LOCATION AND ACTIVITY INSIDE ATLANTA POLICE VEHICLES, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT"), IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED EIGHTY-FOUR DOLLARS (\$533,384). ALL COSTS SHALL BE CHARGED TO AND PAID FROM 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE ACCOUNT: EQUIPMENT \$1,000-\$4,999); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS); AND FOR OTHER PURPOSES.

Council Meeting Date: 18 February 2013

Legislation Title: Enter into Cooperative Agreement with COMPUTECH

Requesting Dept.: Police

Contract Type: GSA

Source Selection: Cooperative Agreement

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 corrects a typographical error in 12-R-1555, which authorized entering into a GSA contract to purchase in car cameras and GPS tracking systems for police vehicles. The correction changes the name of the vendor named in the contract from Watchguard to Computech, which is a licensed reseller of Watchguard products and the company specifically named in the GSA contract.

Fund Account Center: 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE ACCOUNT: EQUIPMENT \$1,000-\$4,999); 1320000 (CHIEF EXECUTIVE); 600234 (PROJECT: FEDERAL-RICO); 69999 (FUNDING SOURCE FOR NON-CAPITAL TRUST PROJECTS).

Source of Funds: Federal RICO Trust Fund

Fiscal Impact: \$533,384 from Federal RICO. No impact to General Fund.

Term of Contract: N/A

Method of Cost Recovery: Federal RICO Trust Fund

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 Computech International, Inc. in an amount not to exceed five hundred thirty three thousand three hundred eighty four dollars and no cents (\$533,384.00). All contract work shall be charged to and paid from fund account and center numbers: 7701 (Trust Fund); 240101 (APD Chief of Police); 5316001 (Expense Account: Equipment \$1,000-\$4,999); 1320000 (Chief Executive); 600234 (Project: Federal-RICO); 69999 (Funding Source for Non-Capital Trust Projects).

Council Meeting Date: February 18, 2013

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-35F-0186P with Computech International, Inc. for COA-6249-PL for the purchase of In-Car Cameras and Global Positioning System ("GPS") Vehicle Tracking System to monitor the location and activity inside the Atlanta Police Vehicles on behalf of the Atlanta Police Department in an amount not to exceed five hundred thirty three thousand three hundred eighty four dollars and no cents (\$533,384.00). All contract work shall be charged to and paid from fund account and center numbers: 7701 (Trust Fund); 240101 (APD Chief of Police); 5316001 (Expense Account: Equipment \$1,000-\$4,999); 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-35F-0186P

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); 5316001 (Expense Account: Equipment \$1,000-\$4,999); 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-35F-0186P	Socio-Economic :	Small business Woman Owned business
Contractor:	COMPUTECH INTERNATIONAL, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	525 NORTHERN BLVD STE 102 GREAT NECK, NY 11021-5111	Govt. Contracting Officer:	RELINDA BROWN
Phone:	516-487-0101	Phone:	703-605-2658
E-Mail:	irene@cti-intl.com	E-Mail:	relinda.brown@gsa.gov
Web Address:	http://www.ctistore.com	Contract Clauses/Exceptions: View the specifics for this contract	
DUNS:	932683121		
NAICS:	443120		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0186P		Dec 27, 2013	132 12 132 8	

Additional Contracts held by this contractor. To view more details of a contract, click the Contract Number below.

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
75	OFFICE PRODUCTS/SUPPLIES AND SERVICES AND NEW PRODUCTS/TECHNOLOGY	GS-02F-0225X		Aug 8, 2016	75 200	



**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-8 / 132-8STLOC / 132-8RC - PURCHASE OF EQUIPMENT

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 / 132-8STLOC / 132-8RC of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 / 132-12STLOC / 132-12RC - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

**Computech International
525 Northern Blvd., Suite 102
Great Neck, NY 11021
Phone: (516) 487-0101
Fax: (516) 487-5214
<http://www.ctistore.com>**

Business Size/Status: Small, Small Woman-Owned Business

Contract Number: GS-35F-0186P

Period Covered by Contract: 12/28/2003 - 12/27/2013

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE**

Pricelist current through modification #PS-0002, dated 12/17/2008.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fsa.gsa.gov/>

Products and Services Offered/Schedule of Items

SIN 132-8 / 132-8STLOC / 132-8RC - PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers, Professional Workstations, Servers, Laptop/Portable/Notebook Computers, Large Scale Computers, Optical and Imaging Systems, Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers, Display, Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens, Network Equipment, Other Communications Equipment, Optical Recognition Input/Output Devices, Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage, Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices, Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment, Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas, Broadcast Band Radio Transmitters/Receivers/Antennas, Microwave Radio Equipment/Antennas and Waveguides, Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment: Special Physical, Visual, Speech, and Hearing Aid Equipment, Used Equipment, Installation (FPDS Code N070) for Equipment Offered, Deinstallation (FPDS N070), Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 / 132-8STLOC / 132-8RC of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 / 132-12STLOC / 132-12RC - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

Maintenance, Repair Service, Repair Parts/Spare Parts, Third Party Maintenance

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4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number - 932683121
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN) - 11-3261048

- 4a. CAGE Code: 1XAT3
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8 / 132-8STLOC / 132-8RC	5 Days ARO of in-stock items
132-12 / 132-12STLOC / 132-12RC	To be negotiated with ordering agency

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-8 / 132-8STLOC / 132-8RC	5 Days ARO of in-stock items
132-12 / 132-12STLOC / 132-12RC	To be negotiated with ordering agency

SPECIAL ITEM NUMBER	OVERNIGHT & 2- DAY DELIVERY TIME (Days ARO)
132-8 / 132-8STLOC / 132-8RC	5 Days ARO of in-stock items
132-12 / 132-12STLOC / 132-12RC	To be negotiated with ordering agency

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Offered the same discounts as all other Government customers
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **\$100.00**.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item No. 132-8 / 132-8STLOC / 132-8RC - Purchase of Equipment
Special Item No. 132-12 / 132-12STLOC / 132-12RC - Maintenance, Repair Service and Repair Parts/Spare Parts

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be

reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 / 132-8STLOC / 132-8RC.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Please contact Irene Liu @ (516) 487-0101.**

The EIT standard can be found at: www.Section508.gov.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-8 / 132-8STLOC / 132-8RC)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All equipment is self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 132-8STLOC / 132-8RC.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. **WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Computech International, Inc. 2 Year Limited Warranty for Hardware

Computech International, Inc. ("CTI") warrants, to the original purchaser, this equipment against defects in materials and workmanship for a period of two years from the date of original retail purchase when the equipment is used normally and is properly serviced when needed. Keep your original purchase invoice to verify your warranty.

If you discover such a defect, as your sole remedy, CTI will, at its option, repair, replace, or refund the purchase price of the product at no charge to you, provided you return it during the warranty period, with transportation charges prepaid, to the authorized CTI dealer from whom you purchased it or to any other authorized CTI dealer or to CTI within the country of original retail purchase and you obtain a Return Material Authorization number before sending your product in for service. PLEASE NOTE - UNDER NO CIRCUMSTANCES WILL A PRODUCT BE ACCEPTED FOR REPAIR BY CTI WITHOUT A PREVIOUSLY ISSUED RMA. Replacement product, at the sole option of CTI, may be a new product or a remanufactured product. Attach your name, address, telephone number, a description of the problem, and a copy of the bill of sale bearing the appropriate CTI serial numbers as proof of date of original retail purchase, to each product returned for warranty service. International customers pay for all transportation. U.S. customers pay for return transportation after the first year.

This warranty applies only to hardware products; CTI software, media, and manuals are licensed and warranted pursuant to separate written statement. This warranty does not apply if the product has been misused or has been damaged by accident, abuse, misuse, or misapplication; if it has been modified without permission of CTI; or if any CTI serial number has been removed or defaced.

ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY ABOVE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. WITHOUT FURTHER LIMITING THE GENERALITY OF THE FOREGOING, CTI DOES NOT WARRANT (1) THE PERFORMANCE OR RESULTS OBTAINED FROM USING THIS PRODUCT, (2) THAT THE PRODUCT IS APPROPRIATE FOR THE CUSTOMER'S PURPOSES, (3) THE MANUAL IS ERROR FREE, OR (4) THAT NO DATA WILL BE LOST WHILE USING THE PRODUCT. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE IS ASSUMED BY THE CUSTOMER.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. No CTI dealer, agent, or employee is authorized to make any modification, extension or addition to this warranty.

Should your product be out of warranty (the unit is in your possession for a period greater than two years from the date of purchase), it will be necessary to contact CTI for determination of the cost and process of the product's repair or replacement.

CTI IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY LEGAL THEORY, INCLUDING LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH CTI PRODUCTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

Your opening of this package, your use of this product, or your return of the enclosed Registration Card acknowledges that you have read and agreed to the terms of this Agreement. You further agree that it is the complete and exclusive state of the agreement between us and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this Agreement.

Computech International, Inc.
525 Northern Boulevard
Great Neck, NY 11021

support@cti-intl.com

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: See above.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY,
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12 / 132-12STLOC / 132-12RC)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a **Not Offered** mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12 / 132-12STLOC / 132-12RC.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Computech International, Inc.
525 Northern Boulevard
Great Neck, NY 11021

Note: All repair service is to be performed at Computech International

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12 / 132-12STLOC / 132-12RC). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 / 132-12STLOC / 132-12RC (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be: **Not Offered**

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: **Not Offered**

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **Not Offered** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAY'S AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$122.50 / hr	\$122.50 / hr	Not offered	Not offered
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	Not offered	Not offered	Not offered	Not offered
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	Not offered	Not offered	Not offered	Not offered

*MINIMUM CHARGES INCLUDE One (1) FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated Not Offered, at a discount of _____% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 60 days.

Computech International, Inc. (CTI) Post-Warranty Service Policy

- 1 All out of warrantee equipment will be subject to a service rate of \$125 per hour.
- 2 The minimum charge for out of warrantee service will be for one hour.
- 3 Billing will be in quarter hour (15 minute) increments, rounded to nearest increment.
- 4 CTI promises to perform all repairs under "best effort" guidelines; units will be repaired as quickly as possible. Should any replacement components be required, CTI will obtain them as quickly as is reasonably possible, or replace them with an equivalent component, at our discretion. If the customer requires faster turnaround, expedited shipping of replacement parts can be arranged, with the additional costs being borne by the customer.
- 5 All service and repair will be performed at CTI's centralized location in Great Neck, New York. Should a customer require service to be performed at their location, they must contact CTI and request such service. If CTI agrees to provide such service, pricing will be determined on a cost-plus basis (time + transportation + incidentals). Unless this is agreed upon, all service and labor will be performed only at CTI's location.
- 6 The customer is responsible for the cost of shipping the unit for repair to CTI; CTI will cover the return cost to the customer.

Should a faster return shipping method be required, the customer will be responsible for the cost differential.

Please note:

Before sending any item in for repair, whether the unit is in or out of warranty, a Return Merchandise Authorization (RMA) number must be requested. ANY ITEM RECEIVED WITHOUT USING THIS PROCESS WILL BE RETURNED TO SHIPPER UNSERVICED. The RMA number can be obtained by sending a request to rma@cti-intl.com or calling the RMA department at 516-487-0101.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **Not Offered**.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Computech International, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Irene Liu, Internet Manager

Phone: (516) 487-0101

E-mail: irene@cti-intl.com

Fax: (516) 487-5070

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0186P, Blanket Purchase Agreements, Computech International, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



GSA Price for Hourly repair services at Computech: \$122.50/ hour.

Minimum billing increment is 1 Hour. See terms and conditions above for SIN 132-12 for more information.

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: 25 January 2013

Anticipated Committee Meeting Date(s): 12 - 13 February 2013

Anticipated Full Council Date: 18 February 2013

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements)

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION FOR THE SOLE PURPOSE OF CORRECTING THE CONTRACTING PARTY NAME IN RESOLUTION 12-R-1555, HEREAFTER AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH COMPUTECH, DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6249-PL, PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-35F-0186P, TO PURCHASE AN IN-CAR CAMERA AND GLOBAL POSITIONING SYSTEM ("GPS") VEHICLE TRACKING SYSTEM, TO MONITOR THE LOCATION AND ACTIVITY INSIDE ATLANTA POLICE VEHICLES, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT"), IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED EIGHTY-FOUR DOLLARS (\$533,384). ALL COSTS SHALL BE CHARGED TO AND PAID FROM 7701 (TRUST FUND); 240101 (APD CHIEF OF POLICE); 5316001 (EXPENSE ACCOUNT: EQUIPMENT \$1,000-\$4,999); 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: [Signature] 1-25-13 (date)

Reviewed by: [Signature] (date)

Submitted to Council: (date)



CITY OF ATLANTA

Kasim Reed
Mayor

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Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Felicia Moore
Chair, Finance Executive Committee

FROM: Adam L. Smith 

RE: Federal GSA Contract #GS-35F-0186P for COA-6249-PL

DATE: January 25, 2013

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.