

**A RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE**

13- R -0296

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6485-PL, PURSUANT TO §2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-07F-8940D TO PURCHASE 105 ELECTRONIC CONTROL DEVICES, FROM AARDVARK TO REDUCE THE LIKELIHOOD OF INJURY CAUSED TO SUSPECTS RESISTING LAWFUL ARREST, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$187,402.20. ALL COSTS SHALL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 240602 (APD AIRPORT) 5311003 (EXPENSE ACCOUNT: SUPPLIES, CONSUMABLE-TRACKABLE) 3223000 (PATROL); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Police Department ("Department") Airport Section has determined a need for 105 electronic control devices ("ECD") to reduce the likelihood of injury to suspects resisting lawful arrest; and

WHEREAS, the use of ECD would cause less injury and pain to a suspect resisting lawful arrest than other less-than lethal force options currently in use by Atlanta Police Officers; and

WHEREAS, the ECD's would be used by sworn Atlanta Police Officers specifically trained in their use; and

WHEREAS, pursuant to §2-1601 et. seq. of the City's Code of Ordinances, 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-6485-PL, utilizing GSA contract #GS-07F-8940D to purchase 105 ECDs from Aardvark.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor is hereby authorized, pursuant to §2-1601 et seq. of the City of Atlanta Code of Ordinances, to enter into a cooperative purchasing agreement

designated by the Department of Procurement as COA-6485-PL, utilizing the GSA contract #GS-07F-8940D to procure 105 ECDs from Aardvark on behalf of the Atlanta Police Department in an amount not to exceed \$187,402.20.

BE IT FURTHER RESOLVED, all costs for the Electronic Control Devices ("ECD") shall be charged to and paid from the FDOA 5501 (Airport Revenue Fund) 240602 (APD Airport) 5311003 (Expense Account: Supplies, Consumable-Trackable) 3223000 (Patrol).

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.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The Atlanta Police Department ("Department") Airport Section has determined a need for 105 electronic control devices ("ECD") to reduce the likelihood of injury to suspects resisting lawful arrest; and the use of ECD would cause less injury and pain to a suspect resisting lawful arrest than other less-than lethal force options currently in use by Atlanta Police Officers.

2. Please provide background information regarding this legislation.

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 a current resolution (COA-6485-PL) was adopted on August 20, 2012 for downtown Police to purchase these devices.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:**

4. Fund Account Center (Ex. Name and number): William Cook 404.382.1909

Fund: 5501 **Account:** 5311002 **Center:** 240602

5. Source of Funds: Airport Revenue Fund

6. Fiscal Impact: This legislation will result in a reduction in the amount of \$187,402.20 to Fund Account Center Number 240602.

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By:

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Aviation (APD – Airport) with Aardvark in an amount not to exceed one hundred eighty seven thousand four hundred two dollars and twenty cents (\$187,402.20). All contract work shall be charged to and paid from fund account and center number: 5501 (Airport Revenue Fund); 240602 (APD Airport); 5311003 (Expense Account: Supplies, Consumable-Trackable); 3223000 (Patrol).

Council Meeting Date: March 04, 2013

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-07F-8940D for Contract #COA-6485-PL with Aardvark for the purchase of 105 Electronic Control Devices to reduce the likelihood of injury caused to suspects resisting lawful arrest on behalf of the Department of Aviation (APD-Airport) in an amount not to exceed one hundred eighty seven thousand four hundred two dollars and twenty cents (\$187,402.20). All contract work shall be charged to and paid from fund account and center number: 5501 (Airport Revenue Fund); 240602 (APD Airport); 5311003 (Expense Account: Supplies, Consumable-Trackable); 3223000 (Patrol).

Requesting Department: Department of Aviation (APD-Airport)

Contract Type: N/A

Source Selection: Federal GSA Contract #GS-07F-8940D

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: 5501 (Airport Revenue Fund); 240602 (APD Airport); 5311003 (Expense Account; Supplies, Consumable-Trackable); 3223000 (Patrol).

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



GSA Federal Acquisition Service

Home eBuy - quotes GSA Advantage - online shopping Help

Search: all the words

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.INTEGRATEDBYAARDVARK.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	



Prepared By Andy Wrenn Created Date 1/28/2013
 Company Name TASER Expiration Date 3/31/2013
 Company Address 17800 N. 85th Street Quote Number 00008063
 Scottsdale, AZ 85255-9603
 US
 E-mail awrenn@taser.com

Customer Information

Account Name ATLANTA POLICE DEPT. Email william.cook@atlanta-airport.com
 Contact Name William Cook Fax (404) 853-7166
 AX Account Number 106000 Phone (404) 382-1909

Shipping and Billing Information

Bill To Name ATLANTA POLICE DEPT Ship To Name Attn: Bill Cook -ATLANTA POLICE DEPT.
 Bill To 226 Peachtree Street, SW Ship To 1300 Inner Loop Road
 Atlanta, GA 30303 Atlanta, GA 30320
 US US

Part Number	Product	Quantity	Sales Price	Total Price
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	225.00	USD 29.95	USD 6,738.75
22003	HANDLE, YELLOW, CLASS III, X2	105.00	USD 950.00	USD 99,750.00
26820	TASER CAM, AS, TCHD-X2	105.00	USD 314.95	USD 33,069.75
26763	WARRANTY, 4 YEAR, TASER CAM HD	105.00	USD 149.95	USD 15,744.75
22014	WARRANTY, 4 YEAR, X2	105.00	USD 299.99	USD 31,498.95

Subtotal USD 186,802.20
 Total Price USD 186,802.20
 Shipping and Handling USD 600.00
 Grand Total USD 187,402.20

Quote Acceptance:

Printed Name _____ Date _____
 Signature _____ PO#:

By signing you are agreeing to the terms and conditions below. They are also listed here. <http://www.taser.com/images/resources-and-legal/sales-terms-a>

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

(Effective January 15, 2013)

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.

AFID Registration. For the TASER CEWs 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:

16-Day Return Period for Citizen Model CEWs, Cartridges and Accessories: The citizen model CEWs, 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. 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.

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, 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 of some 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) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW 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) 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 then 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 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, along with the product warranty, license and service agreement(s), 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, with the exception of the product warranty, any service and license agreement(s), 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.

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.

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**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 Advantage!™ 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-89400

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

CONTRACT/CONTRACT

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

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. Vextec

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).
14. PAYMENT ADDRESS: 1935 Puddingstone Drive, La Verne, CA 91750
15. WARRANTY PROVISION: Standard Commercial Warranty.
- 16-23. N/A
- 24a. ENVIROMENTAL 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



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
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 *AS 2/8/13*

RE: Federal GSA Contract #GS-07F-8940D for Contract #COA-6485-PL

DATE: February 8, 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.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Finance/Executive

Chief of Staff Deadline: 2/08/13

Anticipated Committee Meeting Date(s): 2/27/13

Anticipated Full Council Date: 3/04/13

Legislative Counsel's Signature: Jennifer Andrews *Jennifer Z Andrews*

Commissioner's Signature: *[Signature]*

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: *Adam Smith*

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT DESIGNATED BY THE DEPARTMENT OF PROCUREMENT AS COA-6485-PL, PURSUANT TO §2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT #GS-07F-8940D TO PURCHASE 105 ELECTRONIC CONTROL DEVICES, FROM AARDVARK TO REDUCE THE LIKELIHOOD OF INJURY CAUSED TO SUSPECTS RESISTING LAWFUL ARREST, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$187,402.20. ALL COSTS SHALL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 240602 (APD AIRPORT) 5311003 (EXPENSE ACCOUNT: SUPPLIES, CONSUMABLE-TRACKABLE) 3223000 (PATROL); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$187,402.20

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: Adiapp 2-8-13
(date)

Reviewed by: *[Signature]*
(date)

Submitted to Council: _____
(date)