

RESOLUTION NO. 2011-598

Adopted by the Sacramento City Council

November 1, 2011

AGREEMENT: PURCHASE OF DATA911 MOBILE COMPUTERS

BACKGROUND

- A. The Sacramento Fire Department ("SFD") uses over seventy mobile data computers ("MDCs") in the emergency response vehicles, which provide essential information to fire personnel including location and nature of the incident, maps of the route to the incident, as well as, specific locations of units within a building or complex, fire hydrant locations, special hazards, and other data vital to the operations and safety of emergency responders.
- B. There have been numerous failures occurring to the current legacy MDCs on a daily basis which are becoming costly to repair, and there is a diminishing supply of spare components on hand, which are no longer manufactured. This makes the current legacy MDCs become increasingly harder to maintain, and if not replaced with newer systems soon, will no longer be serviceable, rendering emergency responders with no mobile data capabilities, seriously inhibiting their ability to safely respond to and mitigate emergencies.
- C. An eight-month pilot project of comparing two leading manufacturer's systems which meet the technical requirements of SFD was completed in August of 2011, and the Hubb Systems, LLC dba Data911 system proved to be a superior product in every category of evaluation criteria. It is competitively priced, reliable, requires little maintenance, and comes with very good manufacturer's technical support. It is a worthy system for replacing the current inventory of legacy MDCs.
- D. Therefore, staff is requesting the City Council to approve the use of a cooperative purchasing agreement (U.S. General Services Administration ("GSA") Contract # GS-35F-0259U), which is advantageous to the City, and authorize the City Manager, or his designee, to execute the purchase of mobile data computers from Hubb Systems, LLC dba Data911 for a total not-to-exceed amount of \$400,000 through March 2, 2013, or until the contract is no longer available for use by the City of Sacramento.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The cooperative purchase agreement between the U.S. GSA and Hubb Systems, LLC dba Data911, 2021 Challenger Drive, Alameda, CA, 94501-1038 (Contract # GS-35F-0259U) is approved for the purchase of MDCs.

Section 2. The City Manager, or his designee, is hereby authorized to execute the necessary purchase of MDCs from Hubb Systems, LLC dba Data911 in a total not-to-exceed amount of \$400,000 through March 2, 2013, or until the contract is no longer available for use by the City of Sacramento.

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Exhibit A GSA Contract # GS-35F-0259U

Adopted by the City of Sacramento City Council on November 1, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

Noes: None.

Abstain: None.

Absent: Mayor Johnson.



Bonnie Pannell, Vice-Mayor

Attest:



Shirley Concolino, City Clerk

AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of Equipment

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

Laptop/Portable/Notebook Computers

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 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.

<p>Hubb Systems, LLC dba Data911 2021 Challenger Dr. Alameda, CA. 94501 510-865-9100 http://www.data911.com</p>
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Contract Number: **FS-35R-0259U**

Period Covered by Contract: **March 03, 2008 to March 02, 2013**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification dated **02/12/2008**

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.fss.gsa.gov/>

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering:

Hubb Systems, LLC dba Data911

1819 Clarkson Rd. Suite 306

Chesterfield, MO 63017

Payments:

Hubb Systems, LLC dba Data911

2021 Challenger Dr.

Alameda, CA 94501

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 636-532-4911 Fax: 636-532-4916

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL 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: 13-160-3607

Block 30: Type of Contractor – Other Small Business

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 94-3413053

4a. CAGE Code: 3BCU9

4b. Hubb Systems, LLC 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

30 Days

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 Payments: None
 - b. Quantity: None
 - c. Dollar Volume: None
 - d. Government Educational Institutions: Government Educational Institutions are offered the same discount 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. Overseas shipments will not be provided under this contract.**

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.)**

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-8 - Purchase of Equipment

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 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

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 C.1.)

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 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.

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:

<http://www.data911>.

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 this contract. (31 U.S.C. 3324)

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

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: **Installation is not offered. Ordering activity may procure installation services from the open market, or opt for self-installation.**

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.

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.

Length of standard warranty identified on the price list per product line.

Services provided are limited to, during the term of this contract, Data911's repair or replacement, at Data911's discretion, of any part or component, which prohibits the proper and normal operation of the Data911 equipment purchased. Maintenance services include, but are not limited to, all parts and/or labor required to identify the failure and to repair the equipment to guarantee proper working condition of the product returned.

Return Material Authorization Procedure

Upon determination that a hardware failure has occurred the client will contact Data911 by telephone at (510) 865-9100 ext. 125 to obtain a Return Material Authorization number. A qualified Data911 technician will provide initial telephone consultation to assist the client in problem analysis and determination, as some problems may be in other layers of the system and therefore will not require the return of a unit.

Equipment is to be removed and returned to the factory, shipping prepaid by Client. Prior to equipment shipment, Client is to call Data911 for a Return Material Authorization (RMA) number. The RMA number is to be clearly marked on shipping label or shipping container. The unit will be repaired and shipped by Data911 back to Client via ground shipping service within 10 business days of receipt. Client is to pay for any expedited return shipping service.

Parts and Labor Availability

Data911 will guarantee that for a period of ten years from the time of purchase of new equipment, availability of parts and labor. If parts become unavailable within the ten-year period, Data911 will replace the obsolete equipment to equivalent functionality at no additional charge.

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:

Hubb Systems, LLC. 2021 Challenger Dr. Alameda, CA 94501

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).

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor 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 or 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.

Data911

M6 Mobile Data System

GS-35F-0259U

Note: Option and upgrade pricing listed in this section is applicable only at time of original purchase

SIN	Part Number	Description	Awarded GSA Price	Warranty	Origin
132-8	SV12DM6	Data911 M6 Mobile Data System 12.1" Color Touchscreen display, SVGA, internal stereo audio speakers Intel Celeron M 1.5 GHz processor, 1 GB RAM, 40 GB SATA Hard Drive 3 Serial Ports (DB9), 4 USB Ports, 1 FireWire (IEEE 1394) Ports 1 Type I/II Card Bus slot: 1 Express Card Slot 1 Internal PCI Express Mini Card slot Digital Audio (SoundBlaster Compatible) Analog Video Out (DB15) Ethernet 10/100/1000 BaseT (RJ45) Windows XP Professional, Operating System Keyboard, back-lit, liquid resistant, w/ touch pad (USB) Integrated Automotive Power Supply Power Control Module (includes on demand hard drive heater) 4 General Purpost I/O Ports: Component Thermal Management Standard Cable Kit	\$4,831.97	39 months	USA
Processor Upgrade:					
132-8	BA-01-6002-U	Intel Pentium M 2.0 GHz	\$281.29	1 yr	USA
132-8	BA-01-6012-U	Inte Core 2 Duo 2.2 GHZ	\$361.89	1 yr	USA
Memory Upgrade:					
132-8	BA-01-6009-U	1 GB to 2 GB RAM	\$200.69	1 yr	USA
Hard Drive Upgrades					
132-8	HD-01-0027-U	60.0 GB Hard Drive (SATA)	\$103.97	1 yr	USA
132-8	HD-01-0028-U	80.0 GB Hard Drive (SATA)	\$160.39	1 yr	USA
Expansion Options:					
132-8	BA-01-6006-U	GPS Module (requires 3.3v tolerant antenna w SMA connector)	\$144.27	1 yr	USA
132-8	BA-01-6007-U	WiFi Module, 802.11a/b/g (requires separate antenna)	\$120.09	1 yr	USA
132-8	BA-01-6008-U	Expansion board for 2nd Digital Display	\$200.69	1 yr	USA
Display Upgrade:					
132-8	D9-02-2010-U	12.1" Color Touchscreen Display, XGA	\$200.69	1 yr	USA
132-8	D9-02-2011-U	12.1" Color Touchscreen Display, XGA, w/ Touch Pen/Stylus	\$321.59	1 yr	USA
132-8	D9-02-2004-U	8.4" Color Touchscreen Display, SVGA	\$281.29	1 yr	USA
132-8	D9-02-2005-U	8.4" Color Touchscreen Display, SVGA, w/ Touch Pen/Stylus	\$402.19	1 yr	USA
132-8	D9-02-2006-U	15" Color Touchscreen Display, XGA	\$281.29	1 yr	USA
132-8	D9-02-2007-U	15" Color Touchscreen Display, XGA, w/ Touch Pen/Stylus	\$402.19	1 yr	USA
Keyboard Options:					
132-8	D9-03-0010-U	Keyboard, sealed membrane, back-lit, w/ built in pointing device (USB)		1 yr	USA
Other Options:					
132-8	SV15DM6-2D-U	Data911 M6 Second Display: 15" Color Touchscreen Display, XGA Expansion Brd for 2nd Display, Standard Cable Kit	\$2,336.59	1 yr	USA
132-8	SV-HDI-U	Hard Drive Imaging (from single image) no discount	\$47.55	1 yr	USA
132-8	D9-05-6001-U	Trunk mount cable kit	\$103.97	1 yr	USA

Feb. 12, 2008

Data911

M5-II Mobile Data System

GS-35F-0259U

Note: Option and upgrade pricing listed in this section is applicable only at time of original purchase

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	SV12DM5	Data911 M5-II Mobile Data System 12.1" Color Touchscreen display, 800x600 resolution, internal stereo audio speakers Intel Celeron M 1.5 GHz processor, 512 MB RAM, 40 GB Hard Drive 3 Serial Ports (DB9), 4 USB Ports, 2 FireWire (IEEE 1394) Ports 2 Type II / 1 Type III Card Bus Slots Digital Audio (SoundBlaster Compatible) SVGA Video Out (DB15) Ethernet 10/100 BaseT (RJ45) Windows XP Professional, Operating System Keyboard, back-lit, liquid resistant, w/ touch pad (PS/2) Data911 Automotive Power Supply Power Control Module (includes on demand hard drive heater) Component Thermal Management Cable Kit	\$4,831.97	1 yr	USA
Processor Upgrade:					
132-8	BA-01-2030-U	Intel Pentium M 1.8 GHz	\$321.59	1 yr	USA
Memory Upgrade:					
132-8	BA-01-2026-U	512 MB to 1024 MB RAM	\$200.69	1 yr	USA
Hard Drive Upgrades:					
132-8	HD-01-0023-U	60.0 GB Hard Drive (PATA)	\$103.97	1 yr	USA
132-8	HD-01-0020-U	80.0 GB Hard Drive (PATA)	\$184.57	1 yr	USA
Expansion Options:					
132-8	BA-01-2028-U	GPS Module (requires 3.3v tolerant antenna w SMA connector not included)	\$200.69	1 yr	USA
132-8	BA-01-2009-U	Digital Video Capture Board	\$240.99	1 yr	USA
Keyboard Options:					
132-8	D9-03-0004-U	Keyboard, back-lit, liquid resistant, w/o touch pad		1 yr	USA
132-8	D9-03-0006-U	Keyboard, sealed membrane, back-lit, mini footprint	\$160.39	1 yr	USA
132-8	D9-03-0008-U	Keyboard, back-lit, liquid resistant, w/ touch pad (USB)	\$39.49	1 yr	USA
Other Options:					
132-8	D9-05-2000-U	Trunk mount cable kit	\$136.21	1 yr	USA

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	D9-03-0010	Keyboard, sealed membrane, back-lit, w/ built in pointing device	\$240.99	1 yr	USA
132-8	D9-03-0004	Keyboard, back-lit, liquid resistant, w/o touch pad	\$200.69	1 yr	USA
132-8	D9-03-0005	Keyboard, back-lit, liquid resistant, w/ touch pad (PS/2)	\$240.99	1 yr	USA
132-8	D9-03-0006	Keyboard, sealed membrane, back-lit, mini footprint	\$361.89	1 yr	USA
132-8	D9-03-0008	Keyboard, back-lit, liquid resistant, w/ touch pad (USB)	\$281.29	1 yr	USA
132-8	D9-04-0009	Touch Pen/Stylus	\$79.79	1 yr	USA
132-8	D9-04-0010	3.5" USB bootable floppy disk drive	\$95.91	1 yr	USA
132-8	D9-06-0007	AC/DC Power Converter for bench top	\$176.51	1 yr	USA
132-8	D9-09-0008	Hard Drive Imaging Kit (40 GB HDD, 1 Norton Ghost, USB Key Drive)	\$321.59	1 yr	USA
132-8	D9-04-0025-A	Antenna Plus 802.11g modem, adhesive surface mount	\$201.50	1 yr	USA
132-8	D9-04-0025-M	Antenna Plus 802.11g modem, magnetic surface mount	\$201.50	1 yr	USA
132-8	D9-04-0026-W	GPS antenna, magnetic mount, SMA connector, white	\$39.49	1 yr	USA
132-8	D9-08-2010	M5 Cable Protection Kit	\$63.67	1 yr	USA
132-8	D9-09-0007	USB Strain Relief	\$12.09	1 yr	USA
132-8	D9-09-0006	Hard Drive Isolation Kit	\$71.73	1 yr	USA
132-8	D9-09-0010	M6 Removable Hard Drive (includes HD carrier and 40 GB SATA Hard Drive)	\$240.99	1 yr	USA

Data911

Mounting Equipment

GS-35F-0259U

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	D9-08-0008	Desktop display mount M6/M5	\$120.09	1 yr	USA
132-8	D9-08-2000	Ford Crown Victoria w/o radio kit for M6/M5	\$79.79	1 yr	USA
132-8	D9-08-2001	Ford Crown Victoria w/radio kit for M6/M5	\$160.39	1 yr	USA
132-8	D9-08-2002	Pedestal Mount w Adjustable secure keyboard tray for 12.1" Display (requires base plate for mounting)	\$281.29	1 yr	USA
132-8	D9-08-2009	Pedestal Mount w Adjustable secure keyboard tray for 15" Display (requires base plate for mounting)	\$321.59	1 yr	USA
132-8	D9-08-2004	2006 Ford Crown Victoria radio relocation bracket w/ kb shelf	\$79.79	1 yr	USA
132-8	D9-08-2005	Keyboard pedestal mount (requires base plate for mounting)	\$281.29	1 yr	USA
132-8	D9-08-0013	Car Base Plate (specify yr, make, model)	\$103.97	1 yr	USA
132-8	D9-08-0014	Truck or Van Base Plate (specify yr, make, model)	\$160.39	1 yr	USA

Laptop Interface Kit

GS-35F-0259U

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	SV12DM5-LTI	Data911 Laptop Interface Package 12.1" Color Touchscreen display, 800x600 resolution Stereo audio speakers incorporated in display Keyboard, back-lit, liquid resistant, w/ touch pad (PS/2) Interface box w/ power supply Cable Kit	\$2,010.97	1 yr	USA
132-8	D9-03-0008-U	Keyboard, back-lit, liquid resistant, w/ touch pad (USB)	\$39.49	1 yr	USA

M5II CPU Upgrade Package

GS-35F-0259U

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	SVM5UPG	M5II CPU Upgrade Package featuring current base unit specifications Equivalent to the SV12DM5 minus Display and Keyboard	\$2,978.17	1 yr	USA

**Mobile Digital Video** GS-35F-0259U

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	D9-12-MDV	Data911 Mobile Digital Video System Mobile Digital Video Recorder Unit 22x Zoom Video Camera Windshield camera mount 900 Mhz Self-Syncing Wireless Microphone Cable Kit	\$2,820.19	1 yr	USA
132-8	D9-12-DVBSC	Digital Video Rear Seat Camera package (rear seat camera and cable kit)	\$240.99	1 yr	USA

Spare Components GS-35F-0259U

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
132-8	D9-01-6001	M6 CPU, Intel Celeron M 1.5 GHz, 1 GB RAM, 40 GB HD	\$2,413.97	1 yr	USA
132-8	D9-01-2000	M5II CPU, Intel Celeron M 1.5 GHz, 512MB RAM, 40 GB HD	\$2,010.97	1 yr	USA
132-8	D9-01-2005	M5T CPU, Intel Pentium M 1.8 GHz, 512MB RAM, 40 GB HD	\$2,010.97	1 yr	USA
132-8	D9-02-2009	Display, 12.1" Color Touchscreen, 800x600 resolution	\$1,849.77	1 yr	USA
132-8	D9-04-2000	Laptop Interface Box	\$643.99	1 yr	USA
132-8	D9-06-0002	M5II Power Supply	\$378.01	1 yr	USA

<u>SIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Awarded GSA Price</u>	<u>Warranty</u>	<u>Origin</u>
System Power					
132-8	CA-05-2009	Power Input for M5II	\$29.82	1 yr	USA
132-8	CA-05-2706	Power Input for M5T	\$9.67	1 yr	USA
132-8	CA-05-1108	Power Input for LTI	\$32.24	1 yr	USA
Display-LVDS					
132-8	CA-05-2013-02	2m	\$108.00	1 yr	USA
132-8	CA-05-2013-05	5m (used only for 15" XGA display)	\$193.44	1 yr	USA
132-8	CA-05-2013-06	6m	\$217.62	1 yr	USA
132-8	CA-05-2013-07	7m	\$217.62	1 yr	USA
Display Power					
132-8	CA-05-2012-02	2m	\$22.57	1 yr	USA
132-8	CA-05-2012-06	6m	\$31.43	1 yr	USA
132-8	CA-05-2012-07	7m	\$31.43	1 yr	USA
Audio Patch					
132-8	CA-05-2014-02	2m	\$3.22	1 yr	USA
132-8	CA-05-2014-07	7m	\$7.25	1 yr	USA
Power Extension					
132-8	CA-05-2011-75	0.75m	\$112.03	1 yr	USA
132-8	CA-05-2011-02	2m	\$160.39	1 yr	USA
132-8	CA-05-2011-55	5.5m	\$200.69	1 yr	USA
Serial Extension (DB9)					
132-8	CA-05-1035-06	6 ft.	\$9.67	1 yr	USA
132-8	CA-05-1035-10	10 ft.	\$14.51	1 yr	USA
132-8	CA-05-1035-20	20 ft.	\$16.93	1 yr	USA
USB Extension					
132-8	CA-05-1054-10	10 ft.	\$23.37	1 yr	USA
132-8	CA-05-1056-16	16 ft. w/ built in repeater	\$47.55	1 yr	USA
Video Extension					
132-8	CA-05-1052-06	6 ft.	\$19.34	1 yr	USA
132-8	CA-05-1052-10	10 ft.	\$36.27	1 yr	USA
132-8	CA-05-1052-25	25 ft.	\$89.47	1 yr	USA
Keyboard PS/2 extension					
132-8	CA-05-1053-06	6 ft.	\$21.76	1 yr	USA
132-8	CA-05-1053-12	12 ft.	\$31.43	1 yr	USA
132-8	CA-05-1053-20	20 ft.	\$47.55	1 yr	USA

NOTE: Not ENERGY STAR COMPLIANCE. Our computers are DC-DC powered in a vehicle, not subject to ESC.

NOTE: For Maintenance on all Data911 products, please call 636-532-4911 for further informaton.