

AN ORDINANCE **98797**

**ACCEPTING THE LOW RESPONSIVE BID SUBMITTED BY GTSI CORPORATION THROUGH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE TO PROVIDE THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH TOUGHBOOK ULTRA PORTABLE COMPUTERS AND ACCESSORIES FOR A TOTAL OF \$110,075.00 FROM 1999-2004 GENERAL OBLIGATION PUBLIC SAFETY BOND PROGRAM, AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH U.S. COMMUNITIES IN CONNECTION THEREWITH.**

\* \* \* \* \*

**WHEREAS**, the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code permits local governmental entities to enter into intergovernmental agreements for the performance of governmental functions, including administrative functions, such as purchasing, in order to promote efficiencies and effectiveness; and

**WHEREAS**, the U.S. Communities Government Purchasing Alliance ("U.S. Communities"), a non-profit entity established to assist public entities in reducing the cost of purchased goods, acts as a clearinghouse of government contracts procured by a lead public entity that are available for cooperative purchases, and facilitates administration of the purchases by local government representatives who wish to make purchases from contracts listed with U.S. Communities; and

**WHEREAS**, Fairfax County, Virginia, acting as lead public agency on behalf of U.S. Communities, entered into a contract for the purchase of computers with GTSI Corporation (the "GTSI Contract"), which City wishes to utilize; and

**WHEREAS**, it is now necessary to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("Cooperative Agreement") with U.S. Communities, pursuant to the Act, in order to utilize the GTSI Contract, and to approve the use of the GTSI contract for this expenditure for computers; and

**WHEREAS**, there is no cost to the City to enter into the Intergovernmental Cooperative Purchasing Agreement with U.S. Communities, and which will allow the City to utilize any future purchasing contracts procured on behalf of U.S. Communities as may be subsequently approved by the City; and

**WHEREAS**, the computers purchased will provide the Police Department with Toughbook ultra-personal portable computers and accessories, which include finger print scanners, magnetic strip readers, docking stations, batteries, battery chargers and stylus pens for a total amount of \$110,075.00; and

**WHEREAS**, pursuant to the Act, the intergovernmental cooperative purchasing agreement satisfies Texas laws on competitive bidding; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities is hereby approved, a copy of which is attached hereto and incorporated herein for all purposes as Attachment A. The Director of Purchasing & General Services is hereby authorized to

execute any documents incident to and necessary to effectuate the Cooperative Agreement, including registration with U.S. Communities, and to pay any fees associated therewith, now and in the future, subject to availability of funds and appropriation by ordinance.

**SECTION 2.** The City is hereby authorized to participate in and utilize the computer purchasing contract awarded by Fairfax County, Virginia to GTSI Corporation to provide computers to the Police Department. A copy of the contract between Fairfax County and GTSI Corporation is attached hereto and incorporated herein for all purposes as Attachment B.

**SECTION 3.** The budget in Fund 45-932095, 1999 General Obligation Public Safety Bonds, Sold in 2001, shall be revised by reducing Index Code 695874, entitled Unallocated Appropriations, in the amount of \$110,075.00.

**SECTION 4.** The budget in Fund 45-932004, 1999 General Obligation Public Safety Bonds, Sold in 2001, shall be revised by increasing Index Code 910695, entitled Transfer to 45-939007, in the amount of \$110,075.00. The amount of \$110,075.00 is authorized to be transferred from Fund 45-932004 to Fund 45-939007.

**SECTION 5.** The budget in Fund 45-939000, 1999 General Obligation Public Safety Bonds, shall be revised by increasing Index Code 120840, entitled Transfer from 45-932004 (45-939007), in the amount of \$110,075.00.

**SECTION 6.** From the existing appropriation in fund 45-939007, 1999 General Obligation Public Safety Bonds, in index code 514950, entitled Computer Hardware, the amount of \$110,075.00 is authorized to be encumbered and made payable to Commercial Data Systems, for storage area network hardware, in connection with the Public Safety Integrated Technology System Project, when the purchase order is issued.

**SECTION 7.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific Index Codes and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 8.** This ordinance shall take effect February 22, 2004.

**PASSED AND APPROVED** this 12<sup>th</sup> day of February, 2004.

M A Y O R

EDWARD D. GARZA

ATTEST:

City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

04 - 06



**MEETING OF THE CITY COUNCIL**

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE – GENERAL MANAGER
CITY PUBLIC SERVICE – MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE – ASSESSOR
FINANCE – CONTROLLER
FINANCE – GRANTS
FINANCE – PUBLIC UTILITIES SUPERVISOR
FINANCE- TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT –NEIGHBORHOOD PLNG; URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 8

DATE: FEB 12 2004

MOTION: \_\_\_\_\_

ORDINANCE NUMBER: 98797

RESOLUTION NUMBER: \_\_\_\_\_

ZONING CASE NUMBER: \_\_\_\_\_

TRAVEL AUTHORIZATION: \_\_\_\_\_

NAME	ROLL	AYE	NAY
ROGER O. FLORES JR. District 1			
JOEL WILLIAMS District 2			
RON SEGOVIA District 3			
RICHARD PEREZ District 4			
PATTI RADLE District 5			
ENRIQUE M. BARRERA District 6			
JULIAN CASTRO District 7			
ART A. HALL District 8			
CARROLL SCHUBERT District 9			
CHRISTOPHER "CHIP" HAASS District 10			
EDWARD D. GARZA Mayor			

04-06

**CONSENT AGENDA**

CITY OF SAN ANTONIO  
BID TABULATION

TOUGHBOOK ULTRA-PORTABLE COMPUTERS AND ACCESSORIES

GTSI CORPORATION  
3901 STONECROFT BOULEVARD  
CHANTILLY, VA 20151

<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
31	PANASONIC-TB 07 MINI LAPTOP COMPUTERS	\$1,466.00	\$45,446.00
31	PANASONIC-MDWD WITH EXPANSION BASE WITH FINGER PRINT SCANNER & MAG	\$1,874.00	\$58,094.00
31	PANASONIC-128MB PC100 MINI MEMORY FOR TB 07/MDWD	\$84.00	\$2,604.00
3	PANASONIC-DOCKING STATION W/CD FOR TB 07	\$476.00	\$1,428.00
10	PANASONIC-BATTERY FOR TB 07/MDWD	\$128.00	\$1,280.00
3	PANASONIC-BATTERY CHARGER 3 BAY FOR TB 07/MDWD	\$263.00	\$789.00
62	PANASONIC-STYLUS PEN FOR TB 07	\$7.00	\$434.00
	3 YEARS WARRANTY PARTS & LABOR		
	TOTAL		\$110,075.00
	TERMS: NET 30		

04-023

This purchase is being made through the U.S. Communities contract.

**City of San Antonio Bid Tabulation**

Open: December 31, 2003			Austin Ribbon & Computer	GTSI Corp.	Portable Computer Systems, Inc.
For: ToughBook Ultra-Portable and Accessories			6601 Vaught Ranch Rd. Ste. G10	3901 Stonecroft Boulevard	3809 Norwood Dr. Unit #2
04-023 DS/rm			Austin TX 78730	Chantilly VA 20151	Littonton CO 80125
ITEM	QUANTITY	DESCRIPTION			
1	31 EACH	898-1207698 - Panasonic - CF-07LZ5ZYDM - TB 07 Wearable PC PIII 300MHZ, 5GB HDD, 128MB Ram, WIN W2k			
		Unit Price	\$2,301.00	\$1,466.00	\$1,882.27
		Extended Price	\$71,331.00	\$45,446.00	\$58,350.37
2	31 EACH	898-1505412 - Panasonic - CF-VDW07RFHM - MDWD with Expansion Base with Finger Print Scanner & Mag Strip Reader			
		Unit Price	\$2,178.00	\$1,874.00	\$1,472.16
		Extended Price	\$67,518.00	\$58,094.00	\$45,636.96
3	31 EACH	898-1207700 - Panasonic 128MB PC100 Mini Memory for TB 07/MDWD-Must Be Preinstalled at Panasonic			
		Unit Price	\$83.50	\$84.00	\$82.47
		Extended Price	\$2,588.50	\$2,604.00	\$2,556.57
4	3 EACH	898-1121409 Panasonic CF-VEB071-W - Docking Station W/CD for TB 07/MDWD			
		Unit Price	\$486.00	\$476.00	\$481.73
		Extended Price	\$1,458.00	\$1,428.00	\$1,445.19
5	10 EACH	898-1207699 Panasonic CF-VZU21W - Battery TB 07/MDWD			
		Unit Price	\$126.50	\$128.00	\$125.44
		Extended Price	\$1,265.00	\$1,280.00	\$1,254.40
6	3 EACH	898-1121408 Panasonic CF-VCB071W - Battery Charger 3 Bay for TB 07/MDWD			
		Unit Price	\$261.00	\$263.00	\$259.05
		Extended Price	\$783.00	\$789.00	\$777.15
7	62 EACH	898-1208711- Panasonic CF-VNP002U - STYLUS Pen for TB 07/MDWM and TB 01			
		Unit Price	\$6.00	\$7.00	\$5.94
		Extended Price	\$372.00	\$434.00	\$368.28
		3 Year Warranty Parts & Labor			
<b>TOTAL AWARDED</b>			<b>\$145,315.50</b>	<b>\$110,075.00</b>	<b>\$110,388.92</b>

**Attachment A**

**ADMINISTRATIVE AGREEMENT**



*Government Purchasers Saving You Money*

**Founding Co-Sponsors**



**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

**RECITALS**

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the County of Los Angeles, CA (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Joe Sandoval, Division Manager  
Purchasing and Contract Services  
County of Los Angeles

Name and Title of Signer

7/3/02  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Fairfax, Virginia (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Armando E. Malo  
Authorized Signature

ARMANDO E. MALO  
Director DVSM  
Name and Title of Signer

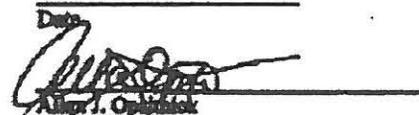
7/8/02  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the County of Allegheny, Pennsylvania (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Robert B. Webb  
County Manager

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Allen J. Opalinski  
Assistant County Solicitor  
1.8.03  
\_\_\_\_\_  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature

Wolfgang Bassinger, Director  
Name and Title of Signer

5/16/03  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Miami-Dade, Florida (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature

Theodore G. Lucas  
Name and Title of Signer  
Director, DPM  
Miami-Dade County

Apr. 16, 2003  
Date

Attachment 1

U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this 1<sup>ST</sup> day of MAY, 2008, between the U.S. Communities Purchasing and Finance Agency (herein "Agency") and GTSI Corp. (herein "Supplier").

RECITALS

WHEREAS the County of Fairfax, Virginia (herein "Lead Public Agency") has entered into a Master Agreement dated \_\_\_\_\_, 2003, Agreement No. RQ03-605674-16A, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Computers—Hardware, Software, and Services (herein "Product");

WHEREAS said Master Agreement provides that any or all public agencies (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS the Agency is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS the Agency serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities Government Purchasing Alliance;

WHEREAS Lead Public Agency desires the Agency to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS the Agency and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Agency and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. The Agency shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the Agency under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance set forth in the General Conditions and Instructions to Suppliers.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. The Agency shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, the Agency: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

7. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to the Agency shall survive the term of this Agreement.

Attachment 1

U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT

NATIONAL PROMOTION

8. Agency and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Standards attached hereto and incorporated herein as Exhibit II. Supplier's failure to maintain the Commitments and/or comply with the Program Standards shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the Agency's sole discretion.

9. Lead Public Agency shall execute a completed Lead Public Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement. An example of the Lead Public Agency Certificate is attached hereto as Exhibit III and an example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit IV. Supplier shall require each Participating Public Agency register its participation in the U.S. Communities program using the electronic registration feature at [www.uscommunities.org](http://www.uscommunities.org). No purchases shall be made hereunder until the applicable public agency has registered electronically with U.S. Communities.

10. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes Agency's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

QUARTERLY FEES & REPORTING

11. Supplier shall pay Agency a quarterly administrative fee in the amount of 1% of the total purchase price, excluding taxes and shipping, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit V. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. Agency and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the Agency receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or Agency. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. The Agency reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.

13. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the Agency's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Agency's Designee or Trustee as may be directed in writing by the Agency.

14. Agency or its designee may, at the Agency's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Agency will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the Agency's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Agency shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse the Agency's costs and expenses for such audit.

GENERAL PROVISIONS

15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

17. This Agreement and the Agency's rights and obligations hereunder may be assigned at Agency's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform Agency's obligations hereunder.

Attachment 1

U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT

18. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. The Agency may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

A. Agency  
U.S. Communities  
2175 N. California Bl., Suite 550  
Walnut Creek, CA 94596  
Attn: Program Manager Administration

B. Lead Public Agency  
County of Fairfax, Virginia  
12000 Government Center Parkway,  
Suite 427  
Dept of Purchasing & Supply Mgmt  
Fairfax, VA 22035-0013  
Attn: Lonnelle Robinson

C. Supplier  
GTSI Corp  
3901 Stonecroft Blvd.  
Chantilly, VA 20151  
Attn: U.S. Communities Project Manager

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

23. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Purchasing and Finance Agency has caused this Agreement to be executed in its name and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY

By \_\_\_\_\_ [typed name]

GTSI Corp:

By  \_\_\_\_\_  
Dendy Young, Chairman & CEO

03/10/2003

**Attachment B**

**ACCEPTANCE AGREEMENT &  
MEMORANDUM OF NEGOTIATIONS (MON)**



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MAR 25 2003

GTSI Corp.  
3901 Stonecroft Blvd.  
Chantilly, VA 20151

Attention: Dendy Young, Chairman & CEO

Subject: Acceptance of Contract Award

Reference: RFP03-605674-16; Computers, Brand Name, Peripherals, Software, and Related Services

### ACCEPTANCE AGREEMENT

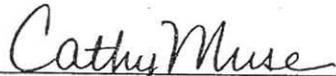
Award is hereby made on March 27, 2003, to GTSI Corp., for the term from May 1, 2003 through April 30, 2006 for Computers, Brand Name, Peripherals, Software, and Related Services in accordance with:

- 1) This Acceptance Agreement;
- 2) The terms and conditions of RFP03-605674-16;
- 3) Memorandum of Negotiations;
- 4) This contract hereafter shall be known as RQ03-605674-16A

Other representations:

This is not an order; Purchase Order or other notice to proceed will follow. All prior representations and additional or inconsistent oral or written statements are superceded, null and void. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at [fairfaxcounty.gov/dpsm/contracts.htm](http://fairfaxcounty.gov/dpsm/contracts.htm).

County Purchasing Agent:

  
Cathy Muse, CPPO

**Memorandum of Negotiations for RQ03-605674-16A  
Computers, Brand Name, Peripherals, Software, and Related Services**

Fairfax County (hereinafter called the County) and GTSI Corp (hereinafter called the Contractor) hereby agrees to the following in execution of Contract RQ03-605674-16A.

The Contract incorporates the documents listed below. In the event of a conflict between the terms and conditions of the documents, the order of precedence will be:

- This Memorandum of Negotiations
- Administrative Agreement (Attachment 1)
- GTSI's response dated February 28, 2003 to the County's letter dated February 21, 2003.
- GTSI's response dated February 6, 2003 to the County's letter (additional supplemental questions) dated January 28, 2003.
- GTSI's response dated January 10, 2003 to the County's letter (supplemental questions) dated December 31, 2002.
- GTSI Corp's Technical and Business Proposals dated November 4, 2002
- Any subsequent amendments to the contract mutually agreed upon in writing between the County and GTSI Corp
- The Request for Proposal (RFP), as issued to include any addenda

Accepted by:

  
\_\_\_\_\_  
Dendy Young, Chairman & CEO  
GTSI Corp

3/20/03  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO, Director  
Department of Purchasing & Supply Management

3/25/03  
Date



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## AMENDMENT TO NOTICE OF AWARD

**SUBJECT:** Computers: Brand Name, Peripherals, Software, and Related Services

**CONTRACT NUMBER:** RQ03-605674-16A

The Contract and Products Lists has been revised to add the following manufacturers and discounts:

Manufacturer	Product Class	Discount off List
Internet Security System	Services	8%
	Software	25%
	Hardware	15%
Commvault, Inc.	Software	20%
Cybox	Hardware	20%
<i>(Ref: GTSI's letter dated 6/9/03)</i>		
Microsoft	Disk and Docs	10%
	Upgrade Advantage	10%
	Licenses	10%
<i>(Ref: GTSI's letter dated 6/424/03)</i>		
Info-Cop	Software: All Products	15%
Crucial	Memory: All Products	22%
<i>(Ref: GTSI's letter dated July 17, 2003)</i>		
Defense Group, Inc.	Software: All Products	10% (from single source award)
Airlink	All Products	10% (from single source award)
<i>(Ref: GTSI's letter dated July 25, 2003)</i>		



# FAIRFAX COUNTY

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12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

Date: July 24, 2003

## Revised NOTICE OF AWARD OF CONTRACT

**SUBJECT:** Computers: Brand Name, Peripherals, Software, and Related Services

**CONTRACT NUMBER:** RQ03-605674-16A

**COMMODITY CODE:** 3573, 3577 & 7374

**CONTRACT PERIOD:** May 1, 2003 through April 30, 2006

**RENEWALS:** 3-1 Year renewals (Paragraph 25 of the Special Provisions)

**SUPERSEDES CONTRACT:** RQ00-341360-16A-G

**CONTRACTOR:**

A – GTSI Corp.  
3901 Stonecroft Boulevard  
Chantilly, Virginia 20151-1010

Contact: Pete Rivers/Steve Hammond  
Telephone: (800) 681-2378  
Website: [www.gtsi.com/uscommunities](http://www.gtsi.com/uscommunities)

**VENDOR CODE:**

B541248422 02

**DISCOUNTS:** See Attached for discounts per manufacturer

**DPSM CONTRACTUAL CONTACT:**

Lounette Robinson, CPPB  
Telephone Number: (703) 324-3281  
E-mail: [lonnette.robinson@fairfaxcounty.gov](mailto:lonnette.robinson@fairfaxcounty.gov)

**SPECIAL INFORMATION AND INSTRUCTIONS FOR FAIRFAX COUNTY AGENCIES ONLY:**

A purchase order will be issued by the Department of Purchasing and Supply Management to the Contractor for each County Agency utilizing this contract. The purchase order will cite the period of time and will indicate an agency authorization order code to be used when ordering to identify those County employees who are authorized to place orders/calls.

Those agencies appearing on the Distribution List, who require the items and/or services covered by this contract, and who have not already done so, shall prepare and enter into CASPS (County and Schools Procurement System) a purchase requisition indicating the period of time to be covered within the life of the contract; listing the names of the County employees authorized to place orders; and the purchase requisition shall be annotated with the contract number.

A Purchase Order (PO) Supplement maybe prepared after issuance of the purchase order, by an agency desiring to:

- a. Change period of time.
- b. Cancel the purchase order.

The PO Supplement must be entered into CASPS and reserved into the ONLINE FAMIS System by the agency prior to the Purchasing Branch taking any action.

The time, place, and other requirements for delivery of supplies and/or performance of services shall be as agreed between the County employee authorized to place orders and the Contractor.

Inspection of supplies delivered and services performed and entering receipt activity into CASPS along with necessary documents are promptly forwarded to the Office of Finance, are the responsibilities of the ordering agency.

Items NOT covered by this contract MUST be requested on a separate purchase requisition.



Jonnette Robins  
Kathy A. Muse, CPPO  
Director/County Purchasing Agent

**DISTRIBUTION:**

Contract Administrator  
Contractor  
DPSM – Kathy Stanley  
DIT – Cathy Cantor  
DAHS – Contract Section  
FCPS/GS – Patti Carlin  
**US Communities**  
2175 North California Blvd.  
Suite 550  
Walnut Creek, California 94596

DPSM – Systems Administration Section  
DPSM – Mable McCarthy  
Control Copy  
DIT – Jeff Porter  
Park Authority – Contract Section  
FCPS/IT (Woodson) – Michele Adams  
**NACo**  
440 First Street, N.W.  
Washington, DC 20001-2080

CONSENT AGENDA  
ITEM NO. 8

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PURCHASING & GENERAL SERVICES DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Janie B. Cantu, Director of Purchasing & General Services

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Erik J. Walsh, Assistant to the City Manager;  
Albert Ortiz, Chief of Police;  
Gary Moeller, Director of Information Technology Services;

**SUBJECT:** Tough Book Ultra Portable Computers

**DATE:** February 12, 2004

**SUMMARY & RECOMMENDATION:**

This ordinance authorizes the Purchasing & General Services Department to accept the bid submitted by GTSI Corporation to provide the City of San Antonio Police Department with tough book ultra-portable computers and accessories. Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION:**

This contract will provide the City of San Antonio Police Department with tough book ultra portable computers and accessories which include finger print scanners, magnetic strip readers, docking stations, batteries, battery chargers and stylus pens. The Motorcycle Unit will use twenty-two of the ultra-portable computers and accessories, four will be used by the Helicopter Unit and five spares. Acquisition of this hardware will allow these officers to access local, State, and National Crime databases as well as interface directly with the Police department's Computer Assisted Dispatching system. In procuring these computers, these officers will be able to provide a faster response time to 911 calls for service because of the navigational aids and maps in the Field Reporting software.

**POLICY ANALYSIS**

On February 13, 2003, ordinance no. 97211 was approved which allocated funds for computer hardware from the General Obligation Bonds-Public Safety Integrated Technology System. These personal computers were found to meet the stringent size and weight restrictions needed to be installed and operated in the Police department's motorcycles and helicopters while still being able to provide the same functionality as the personal computers installed in marked vehicles. These computers will also operate the same Direct Entry Field Reporting software as deployed in all the marked vehicles.

**FINANCIAL IMPACT:**

The total cost of this contract is \$110,075.00. Funding will be from the General Obligation Bonds. All expenditures will be in accordance with the FY2003-2004 Budget approved by City Council.

**COORDINATION:**

This ordinance has been coordinated with the City of San Antonio Police Department and the Information Technology Services Department.

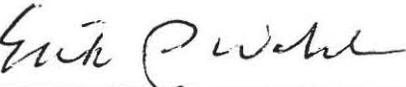
**ADDITIONAL INFORMATION:**

This ordinance will also authorize the City to enter into a cooperative purchasing agreement with U.S. Communities, in accordance with Chapter 791, Texas Government Code. There is no direct cost to the City to participate in this purchasing alliance. This ordinance will also authorize the Purchasing and General Services Department to utilize this agreement to procure other commodities and services made available to U.S. Communities members. Utilizing this agreement does not preempt the City from using other contract methods or competitive processes if desired.

Effective September 1, 2001, Texas public agencies are authorized to participate in cooperative purchasing programs with governmental entities and cooperatives in other states. As a result of this change in legislation, the City of San Antonio can achieve cost savings through bulk volume discounts by combining the purchasing power of governmental entities nationwide. Also, participating governmental entities and vendors realize additional cost savings through a single bid process, eliminating the need for multiple bids by such entities and multiple responses by vendors. U.S. Communities is a national, non-profit, purchasing cooperative established by local governments to assist governmental entities in reducing the cost of purchased goods. By entering into an Intergovernmental Agreement with U.S. Communities, the City will be able to take advantage of contracts procured by its participating member entities.

  
\_\_\_\_\_  
Steve Morando, Assistant Director  
Purchasing & General Services

Approved:

  
\_\_\_\_\_  
Erik J. Walsh, Assistant to the City Manager  
City Manager's Office

City of San Antonio Bid Tabulation

Open: December 31, 2003			Austin Ribbon & Computer	GTSI Corp.	Portable Computer Systems, Inc.
For: ToughBook Ultra-Portable and Accessories			6601 Vaught Ranch Rd. Ste. G10	3901 Stonecroft Boulevard	3809 Norwood Dr. Unit #2
04-023	DS/rm		Austin TX 78730	Chantilly VA 20151	Littonton CO 80125
ITEM	QUANTITY	DESCRIPTION			
1	31 EACH	898-1207698 - Panasonic - CF-07LZ5ZYDM - TB 07 Wearable PC PIII 300MHZ, 5GB HDD, 128MB Ram, WIN W2k			
		Unit Price	\$2,301.00	\$1,466.00	\$1,882.27
		Extended Price	\$71,331.00	\$45,446.00	\$58,350.37
2	31 EACH	898-1505412 - Panasonic - CF-VDW07RFHM - MDWD with Expansion Base with Finger Print Scanner & Mag Strip Reader			
		Unit Price	\$2,178.00	\$1,874.00	\$1,472.16
		Extended Price	\$67,518.00	\$58,094.00	\$45,636.96
3	31 EACH	898-1207700 - Panasonic 128MB PC100 Mini Memory for TB 07/MDWD-Must Be Preinstalled at Panasonic			
		Unit Price	\$83.50	\$84.00	\$82.47
		Extended Price	\$2,588.50	\$2,604.00	\$2,556.57
4	3 EACH	898-1121409 Panasonic CF-VEB071-W - Docking Station W/CD for TB 07/MDWD			
		Unit Price	\$486.00	\$476.00	\$481.73
		Extended Price	\$1,458.00	\$1,428.00	\$1,445.19
5	10 EACH	898-1207699 Panasonic CF-VZU21W - Battery TB 07/MDWD			
		Unit Price	\$126.50	\$128.00	\$125.44
		Extended Price	\$1,265.00	\$1,280.00	\$1,254.40
6	3 EACH	898-1121408 Panasonic CF-VCB071W - Battery Charger 3 Bay for TB 07/MDWD			
		Unit Price	\$261.00	\$263.00	\$259.05
		Extended Price	\$783.00	\$789.00	\$777.15
7	62 EACH	898-1208711- Panasonic CF-VNP002U - STYLUS Pen for TB 07/MDWM and TB 01			
		Unit Price	\$6.00	\$7.00	\$5.94
		Extended Price	\$372.00	\$434.00	\$368.28
		3 Year Warranty Parts & Labor			
<b>TOTAL AWARDED</b>			<b>\$145,315.50</b>	<b>\$110,075.00</b>	<b>\$110,388.92</b>

