

AN ORDINANCE 2008-06-05-0467

ACCEPTING THE OFFER FROM AUSTIN RIBBON & COMPUTER, INC., UTILIZING A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT, TO PROVIDE THE METROPOLITAN HEALTH DISTRICT WITH FORTY PANASONIC LAPTOP COMPUTERS FOR A COST OF \$153,840.00.

* * * * *

WHEREAS, an offer was submitted by Austin Ribbon & Computer, Inc., utilizing the State of Texas Department of Information Resources ("DIR") contract number DIR-SDD-531, to provide the City of San Antonio ("City") with 40 Panasonic notebook computers for a total cost of \$153,840.00; and

WHEREAS, pursuant to section 2054.0565 of the Texas Government Code, accepting this offer through DIR meets the requirements for competitive bidding; **NOW THEREFORE**:

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

SECTION 1. The offer from Austin Ribbon & Computer, Inc. to provide the City with 40 Panasonic notebook computers for a total cost of \$153,840.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as Exhibit I.

SECTION 2. Funding for this ordinance is available in Fund 11001000 General Fund, Cost Center 3605010001 Senior Sanitarian, General Ledger 5501000 Computer Equipment as part of the FY08 Budget. Payment not to exceed \$153,840.00 is authorized to Austin Ribbon & Computer, Inc. These funds are currently encumbered on Purchase Requisition 1000055416.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. The City may issue purchase orders directly to a DIR authorized reseller identified in a contract approved by this ordinance.

SECTION 5. This Ordinance shall be effective on June 15, 2008.

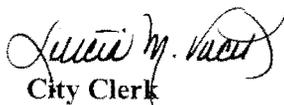
PASSED AND APPROVED this 5th day of June, 2008.



M A Y O R

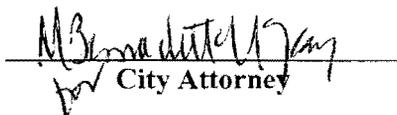
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 7

Name:	5, 6, 7, 8, 9, 10, 11, 12, 14, 18, 19, 21, 22A, 22B, 23, 24, 25, 27, 31
Date:	06/05/2008
Time:	10:58:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Austin Ribbon & Computer, Inc., utilizing a State of Texas Department of Information Resources contract, to provide the Metropolitan Health District with forty Panasonic laptop computers for a cost of \$153,840.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & Contract Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9	x					
John G. Clamp	District 10		x				

Exhibit I

City of San Antonio Bid Tabulation

Opened: May 13, 2008 For: Food & Environmental Automation Project Laptop Computers 08-069				DIR Austin Ribbon & Computer, Inc. 7320 N. Mopac Expy, Suite 301 Austin, TX 78731 512-452-0651
		WF		
Item	Description	Qty	Unit	
1	Panasonic Toughbooks PN: PAN/CF19FDGAACM	40	\$3,129.00	\$125,160.00
2	Toughbook Protection Plan Plus (4 years) PN: PAN/CFSVCLTNF4Y	40	\$598.00	\$23,920.00
3	1GB Memory Pre-installed for CF52/CF74GHMK3 PN: PAN/CFWMBA601G1	40	\$119.00	\$4,760.00
Total Contract				\$153,840.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Panasonic Computer Solutions Company

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Panasonic Computer Solutions Company (hereinafter "Vendor"), with its principal place of business at 50 Meadowlands Parkway, Secaucus, New Jersey 07094.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Texas Building and Procurement Commission's Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-095, on November 29, 2006, for Computers. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-095 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-095, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-095, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, and then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to those products listed in Appendix C, Pricing. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to those Services listed in Appendix C, Pricing. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000 dollars.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Service Delivery Division
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

David Poulan
Panasonic Computer Solutions Company
11735 Idlebrook Drive
Houston, Texas 77070
Phone: (832) 717-4254
Facsimile: (832) 754-0041
Email: dave_poulin@us.panasonic.com

7. Software License

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

DIR Contract No. DIR-SDD-531

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Panasonic Computer Solutions Company

The State of Texas, acting by and through the
Department of Information Resources

Authorized By: Signature on file

Authorized By: Signature on file

Name: James King

Name: Cindy Reed

Title: Vice President

Title: Interim Director of Service Delivery

Date: 5-30-07

Date: 6-6-07

Legal: CK 6-5-07