



Amendment No. 7  
of  
Contract No. GA140000038  
for  
Purchase of Panasonic Laptops, Associated Docks, and DVR's for Public Safety Vehicles  
between  
GTS Technology Solutions, Inc.  
and the  
City of Austin

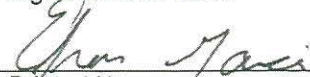
- 1.0 The City hereby exercises a 9-month holdover for the subject contract. This holdover will be effective February 5, 2018 to November 4, 2018.
- 2.0 The total authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/05/12 – 02/04/15	\$2,500,000.00	\$2,500,000.00
Amendment No. 1: Administrative Increase 09/02/14	\$56,999.00	\$2,556,999.00
Amendment No. 2: Option 1 02/05/15 – 02/04/16	\$2,500,000.00	\$5,056,999.00
Amendment No. 3: Option 2 02/05/16 – 02/04/17	\$2,500,000.00	\$7,556,999.00
Amendment No. 4: Name Change 04/25/16	\$0.00	\$7,556,999.00
Amendment No. 5: Name Change 09/26/16	\$0.00	\$7,556,999.00
Amendment No. 6: Option 3 02/05/17 – 02/04/18	\$2,500,000.00	\$10,056,999.00
Amendment No. 7: 9-month Holdover 02/05/18 – 11/04/18	\$0.00	\$10,056,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

  
Printed Name: Efren Garcia, Legal Counsel  
Authorized Representative

Signature and Date:

  
Printed Name: Jim Howard, Corporate Purchasing Manager  
Purchasing Office  
City of Austin

GTS Technology Solutions, Inc.  
9211 Waterford Centre Blvd., Suite 202  
Austin, TX 78758



Amendment No. 6  
of  
Contract No. GA140000038  
for  
Purchase of Panasonic Laptops, Associated Docks, and DVR's for Public Safety Vehicles  
between  
GTS Technology Solutions, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective February 5, 2017 to February 4, 2018 and there are no options remaining.
- 2.0 The total Contract amount is increased by \$2,500,000.00 for this extension period. The total authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/05/12 – 02/04/15	\$2,500,000.00	\$2,500,000.00
Amendment No. 1: Administrative Increase 09/02/14	\$56,999.00	\$2,556,999.00
Amendment No. 2: Option 1 02/05/15 – 02/04/16	\$2,500,000.00	\$5,056,999.00
Amendment No. 3: Option 2 02/05/16 – 02/04/17	\$2,500,000.00	\$7,556,999.00
Amendment No. 4: Name Change 04/25/16	\$0.00	\$7,556,999.00
Amendment No. 5: Name Change 09/26/16	\$0.00	\$7,556,999.00
Amendment No. 6: Option 3 02/05/17 – 02/04/18	\$2,500,000.00	\$10,056,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

Signature and Date:

Jim Howard, Corporate Purchasing Manager  
Purchasing Office  
City of Austin

GTS Technology Solutions, Inc.  
9211 Waterford Centre Blvd., Suite 202  
Austin, TX 78758



Amendment No. 5  
to  
Contract No. GA140000038  
for  
Panasonic Laptops, Docks and DVRs  
Between  
Austin Ribbon & Computer Supplies Inc.  
and the  
City of Austin

- 1.0 The Contract is hereby amended as follows: Change the vendors Name as requested and documented by the vendor, effective date 9/26/2016

	From	To
Vendor Name	ARC Government Solutions, Inc dba Austin Ribbon & Computer Supplies Inc	GTS Technology Solutions Inc
Vendor Code	AUS0481500	AUS0481500
FEIN	[REDACTED]	[REDACTED]

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No.5 is hereby incorporated into and made a part of the Contract.

*Linell Goodin-Brown*  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin, Purchasing Office

12-1-16  
Date



Amendment No. 4  
to  
Contract No. GA140000038  
for  
Panasonic Laptops, Docks and DVRs  
Between  
Austin Ribbon & Computer Supplies Inc.  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Austin Ribbon & Computer Supplies, Inc. dba ARC	ARC Government Solutions, Inc dba Austin Ribbon & Computer Supplies Inc.
Vendor Code	AUS0481500	AUS0481500
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 4 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown  
Contract Compliance supervisor  
City of Austin, Purchasing Office

12-1-16  
Date





Amendment No. 3  
of  
Contract No. GA140000038  
for  
Purchase of Panasonic Laptops, Associated Docks, and DVR's for Public Safety Vehicles  
between  
Austin Ribbon & Computer Supplies, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective February 5, 2016 to February 4, 2017 and there is one remaining option.
- 2.0 The total Contract amount is increased by \$2,500,000.00 for this extension period. The total authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/05/12 – 02/04/15	\$2,500,000.00	\$2,500,000.00
Amendment No. 1: Administrative Increase 09/02/14	\$56,999.00	\$2,556,999.00
Amendment No. 2: Option 1 02/05/15 – 02/04/16	\$2,500,000.00	\$5,056,999.00
Amendment No. 3: Option 2 02/05/16 – 02/04/17	\$2,500,000.00	\$7,556,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:  
Authorized Representative

Ryan Grant

Signature and Date:

Shawn Willett, Deputy Purchasing Officer  
Purchasing Office  
City of Austin

Austin Ribbon & Computer Supplies, Inc.  
9211 Waterford Centre Blvd., Suite 202  
Austin, TX 78758



Amendment No. 2  
of  
Contract No. GA140000038  
for  
Purchase of Panasonic Laptops, Associated Docks, and DVR's for Public Safety Vehicles  
between  
Austin Ribbon & Computer Supplies, Inc.  
and the  
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 5, 2015, the term for the extension option will be February 5, 2015 to February 4, 2016 and there are two remaining options.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/5/12 – 02/4/15	\$2,500,000.00	\$2,500,000.00
Amendment No. 1: Administrative Increase 9/2/14	\$56,999.00	\$2,556,999.00
Amendment No. 2: Option 1 02/5/15 – 02/4/16	\$2,500,000.00	\$5,056,999.00

*02/5/15 - 02/4/16 SW*

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

*[Signature]* *1/15/2015*

Printed Name:

Authorized Representative

*Scott Sizemore*

*Vice President of U.S. Sales*

Signature and Date:

*[Signature]* *2/5/15*

Shawn Willett, Corporate Contract Compliance Manager

IT Procurement Team

Purchasing Office

City of Austin

Financial Services

Laser Technology, Inc.  
7070 S. Tucson Way  
Centennial, CO 80112

Reviewed & Approved:

*[Signature]* *2/5/15*



Amendment No. 1  
to  
Contract No. GA140000038  
for  
Purchase of Panasonic Laptops, Associated Docks, and DVR's for Public Safety Vehicles  
between  
Austin Ribbon & Computer Supplies, Inc.  
and the  
City of Austin


- 1.0 This Contract is hereby amended to add an administrative increase of \$56,999 to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 2/5/14 – 2/4/15	\$2,500,000.00	\$2,500,000.00
Amendment No. 1: Administrative Increase	\$56,999.00	\$2,556,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

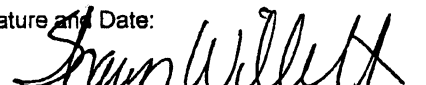
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

  
Printed Name: Ryan Grant, President  
Authorized Representative

Austin Ribbon & Computer Supplies Inc.  
9211 Waterford Centre Blvd, Suite 202  
Austin, Texas 78758

Signature and Date:

 9/2/14  
Shawn Willett, Corporate Contract Compliance Manager  
IT Procurement Team  
City of Austin  
Purchasing Office

Reviewed and Approved by:

 9/2/14  
Mike Benson, Chief Administrative Officer

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
AUSTIN RIBBON & COMPUTER SUPPLIES INC. ("Contractor")  
for  
Purchase of Panasonic Laptops, Associated Docks and DVR's for Public Safety Vehicles  
MA-6400-GA140000038**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Austin Ribbon & Computer Supplies Inc. having offices at Austin, Texas 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SMW0210.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), SMW0210 including all documents incorporated by reference
- 1.1.3 Austin Ribbon & Computer Supplies Inc. Offer, dated December 17, 2013, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$2,500,000 for the initial Contract term and \$2,500,000 for each extension option as indicated in the Solicitation section 0400, Supplemental Terms. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order



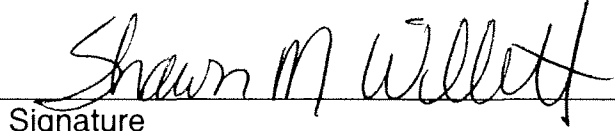
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Shawn M. Willett

Printed Name of Authorized Person



Signature

Senior Business Process Consultant

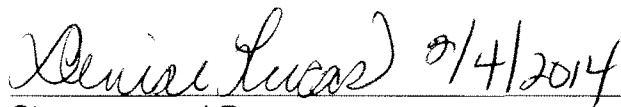
Title:

February 4, 2014

Date:

Reviewed and Approved by:

Denise Lucas, Deputy Purchasing Officer



Signature and Date



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: SMW0210  
ADDENDUM NO. 1  
DATE OF ADDENDUM: December 16, 2013

This addendum is to incorporate changes to the following solicitation document:

- 1) Bid Sheet item # 11, the part number should be : DS-PAN-221-2 rather than DS-PAN-221-1. Item description and quantity remain unchanged.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett  
Shawn M. Willett, Senior Business Process Consultant  
Purchasing Office, 512-974-2554

ACKNOWLEDGED BY:

\_\_\_\_\_  
SUPPLIER                      AUTHORIZED SIGNATURE                      DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH BID OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** SMW0210

**DATE ISSUED:** December 2, 2013

**REQUISITION NO.:** RQM-6400-13112200089

**COMMODITY CODE:** 20454 & 2046874

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**Ms. Shawn M. Willett**

**Senior Business Process Consultant**

**Phone: (512) 974-2554**

**COMMODITY/SERVICE DESCRIPTION:** Agreement for the purchase of Panasonic CF-31 and CF-19 Laptops, Arbitrator DVRs, and Havis Dock Solutions

**BID DUE PRIOR TO:** 2:00 PM on December 18, 2013

**BID OPENING TIME AND DATE:** 2:15 PM on December 18, 2013

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

**For information on how to attend the Bid Opening online, please select this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address shown below.

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Anne Fielding, Director of Finance  
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 12/17/2013

Company Name: Austin Ribbon & Computer Supplies, Inc.

Address: 9211 Waterford Centre Blvd., Suite 202

City, State, Zip Code Austin, TX 78758

Phone No. ( 512 ) 452-0651

Fax No. ( 512 ) 452-0691

Email Address: ryan.grant@arc-is.com

## **Section 0600 – Bid Sheet**

**BID SHEET  
CITY OF AUSTIN**

**BID NO. SMW0210**

**RX NO. RQM-6400-13112200089**

**DATE: December 18, 2013**

**AUTHORIZED CONTACT: Shawn Willett**

**Quantities listed are estimated Annual Amounts**

**Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.**

ITEM	City Model No.	ITEM DESCRIPTION	EST. ANNUALQTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	CF31 <small>(Model number suffix shall match requirements in description. Specify exact model feature in bid.)</small>	CF-31 Panasonic Ruggedized Laptop Windows 7 Professional (with Win 8 COA), Intel Core i5 3340M 2.70GHz, 13.1" XGA Touchscreen LCD, 256GB Solid State Drive, 8GB (4+4), WiFi, Bluetooth, 4G LTE Multi Carrier, GPS Receiver, Dual Pass (Upper WWAN / Lower Selectable), TPM 1.2, Backlit Emissive Keyboard, Toughbook Preferred No Fault Warranty, Years 1, 2, & 3 Webcam Specify Model Number Bid <u>CF-31W887BLM, CF-SVCLTNF3Y</u>	125	EA	\$ 4,493.17	\$ 561,646.25
2	CF31	DVD Super MULTI Drive Specify Model Number Bid <u>CF-VDM311U</u>	25	EA	\$ 286.91	\$ 7,172.75

3	CF19 Convertible Tablet (Model number suffix shall match requirements in description. Specify exact model feature in bid.)	CF-19 Convertible Tablet PC Windows 7 Professional (with Win 8 COA), Intel Core i5 3340M 2.70GHz 10.1" XGA Touch 256GB Solid State Drive 8GB WiFi Bluetooth Dual Pass (Upper WWAN / Lower WiFi) Camera TPM 1.2 Toughbook Preferred No Fault Warranty, Years 1, 2, & 3 Specify Model Number Bid <u>CF-195HSSXLM, CF-SVCLTNF3Y</u>	25	EA	\$ 3,654.01	\$ 91,350.25
4	DS-PAN-111-2-P-Z1 Austin PD Master Key	DOCKING STATION (Model II) PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN1112Z1 PANASONIC TOUGHBOOK 30/31 w/2 HIGH GAIN ANTENNA - Z1 AUSTIN PD SPECIFIC KEY	65	EA	\$ 583.10	\$ 37,901.50
5	DS-PAN-111-2-P-Z3 Fire Master Key	DOCKING STATION (Model III): PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN1112Z3 Panasonic Toughbook CF30/31 w/2 HIGH GAIN ANTENNA Z3 W/Key for FIRE Departements in Austin and Travis County	65	EA	\$ 583.10	\$ 37,901.50
6	DS-PAN-111-2-P-Z0 Default Havis Key	DOCKING STATION (Model I): PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN1112 Panasonic Toughbook CF30/31 w/2 HIGH GAIN ANTENNA - Standard Key for Austin and Travis County EMS	65	EA	\$ 559.89	\$ 36,392.85
7	C-MD-202 Swivel	C-MD-202 Tilt Swivel Motion Device or current equivalent. Specify Model Number Bid <u>C-MD-202</u>	125	EA	\$ 43.43	\$ 5,428.75

\*3a CF-195DSSXLM, CF-SVCLTNF3Y Same as Line Item 3, but includes Multi-Touch plus Digitizer 25 EA \$ 3,785.72 \$ 94,643.00



8	PANARB360	ARBTR-KIT-360 Arbitrator 360 MK2.0 KIT CF-SVCARB2NF3Y Arbitrator 360 Protection Plus - 3 Years CCR24PNA 2.4GHZ WIRELESS MICROPHONE SET CN258JR-P ARBITRATOR REAR SEAT IR CAMERA TGS-3DP G-FORCE SENSOR / ARBITRATOR VEHICLE RP-SDW32GP1K Panasonic RP SDW32GP1K - Flash memory card - 32 GB - Class 10 - SDIIC	85	Ea	\$ 5,633.49	\$ 478,846.65
8a	Additional configuration	ARB-KIT-HD256M24, ARB-WV-VC31, CF-SVCARB2NF3Y, TGS-3DP	85	EA	\$ 5,609.77	\$ 476,830.45
9	LPS-104	LPS-104 Havis docking power supply for CF-31 120 Watt	125	EA	\$ 116.93	\$ 14,616.25
10	LPS-101	LPS-101 Havis docking power supply for CF-19 90 Watt	25	EA	\$ 100.80	\$ 2,520.00
11	DS-PAN-221-1	CF19 Docking station w/ Dual RF pass thru	24	EA	\$ 623.40	\$ 14,961.60
12	N/A	Additional Charge for Rush Orders requiring Overnight Shipping	25	EA	\$ 125.00	\$ 3,125.00
*Delivery is to be FOB Destination, Prepaid and allowed. Bid should be all inclusive including any charges for standard freight.					<b>TOTAL BID</b>	<b>\$ 1,863,336.80**</b>

For Informational Purposes Only :

Discount or Mark-Up from MSRP for any other catalog items not listed 10% minimum

\*\*This amount includes additional configurations on lines 3a and 8a.

DELIVERY METHOD Ground

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

COMPANY NAME: Austin Ribbon & Computer Supplies, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Anne Fielding

EMAIL ADDRESS: anne.fielding@arc-is.com

**Section 0605 – Local**  
**Business Presence**  
**Identification Form**

**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	Austin Ribbon & Computer Supplies, Inc.					
Physical Address	9211 Waterford Centre Blvd., Suite 202, Austin, TX 78758					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

Anne Fielding, Local Business

  
\_\_\_\_\_  
Signature, Authorized Representative of Offeror

Director of Finance

Title

12/18/2013

Date

**END**

**Section 0700 – Reference**  
**Sheet**

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
Please Complete and Return This Form with the Offer

**SOLICITATION NUMBER:** IFB SMW0210

**OFFEROR'S NAME:** Austin Ribbon & Computer Supplies, Inc. **DATE:** 12/17/2013

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name City of Dallas  
Name and Title of Contact Joseph Helou, IT Manager  
Present Address 3131 Dawson St.  
City, State, Zip Code Dallas, TX 75226  
Telephone Number ( 214 ) 671-9011 Fax Number (      )  
Email Address joseph.helou@dallascityhall.com
2. Company's Name Texas Department of Public Safety  
Name and Title of Contact Todd Early, Communications Coordinator  
Present Address 108 W. Denson Drive  
City, State, Zip Code Austin, TX 78752  
Telephone Number ( 512 ) 424-2121 Fax Number (      )  
Email Address todd.early@dps.texas.gov
3. Company's Name City of San Antonio  
Name and Title of Contact Paul Fenstermacher, Director of IS for PD  
Present Address 115 Auditorium Circle  
City, State, Zip Code San Antonio, TX 78205  
Telephone Number ( 720 ) 470-9370 Fax Number (      )  
Email Address \_\_\_\_\_
4. Company's Name Railroad Commission of Texas  
Name and Title of Contact Tom Morgan, Purchasing Manager  
Present Address 1701 N. Congress  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 463-7680 Fax Number (      )  
Email Address tom.morgan@rrc.state.tx.us
5. Company's Name City of Arlington  
Name and Title of Contact Larry Barclay, Manager  
Present Address POB 1065  
City, State, Zip Code Arlington, TX 76004  
Telephone Number ( 817 ) 459-5705 Fax Number (      )  
Email Address \_\_\_\_\_



**Sections 0800 - 0835 –**  
**Certifications and Affidavits**

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**  
**SOLICITATION NO. IFB SMW0210**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

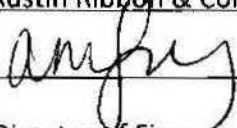
**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18 day of December, 2013

CONTRACTOR	<u>Austin Ribbon &amp; Computer Supplies, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Director of Finance</u>

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO. IFB SMW0210**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Austin Ribbon & Computer Supplies, Inc.

Signature of Officer  
or Authorized  
Representative:



Date: 12/17/2013

Printed Name:

Anne Fielding

Title

Director of Finance

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. IFB SMW0210**

**FOR  
Purchase Agreement for Panasonic Laptops and Havis Docks**

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: Austin Ribbon & Computer Supplies, Inc.

Printed  
Name:

Anne Fielding

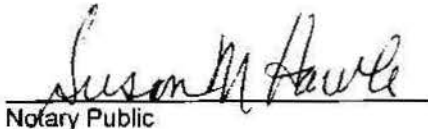
Title

Director of Finance

Signature of Officer or Authorized Representative: \_\_\_\_\_

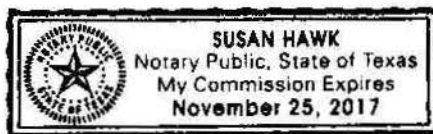


Subscribed and sworn to before me this 17 day of December 20 13.

  
Notary Public

My Commission Expires

11/25/17





**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. IFB SMW0210**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: N/A Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

Bidder's Name: Austin Ribbon & Computer Supplies, Inc.

Signature of Officer or  
Authorized  
Representative:



Date: 12/17/2013

Printed Name: Anne Fielding

Title: Director of Finance

**Section 0900 – MBE/WBE**  
**Procurement Program**  
**Package**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: IFB SMW0210

PROJECT NAME: Agreement for the Purchase of Panasonic Laptops and Havis Docks

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No   X   If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

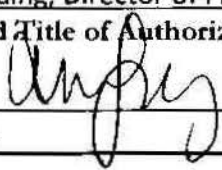
Yes        If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Austin Ribbon & Computer Supplies, Inc.  
Company Name

Anne Fielding, Director of Finance  
Name and Title of Authorized Representative (Print or Type)

  
Signature

12/17/2013  
Date

## **Addendum No. 1**



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: SMW0210  
ADDENDUM NO. 1  
DATE OF ADDENDUM: December 16, 2013

This addendum is to incorporate changes to the following solicitation document:

- 1) Bid Sheet item # 11, the part number should be : DS-PAN-221-2 rather than DS-PAN-221-1. Item description and quantity remain unchanged.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett  
Shawn M. Willett, Senior Business Process Consultant  
Purchasing Office, 512-974-2554

ACKNOWLEDGED BY:

<u>Austin Ribbon &amp; Computer Supplies, Inc.</u>	<u></u>	<u>12/17/2013</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH BID OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



**Panasonic Computer Solutions Company**

Unit of Panasonic Corporation of North America

50 Meadowlands Parkway, 2F-5

Secaucus, NJ 07094

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05.03.2013

This letter confirms that Austin Ribbon & Computer (ARC) is in good standing and a fully authorized reseller partner for Panasonic Computer Solutions Company. As a Panasonic Toughbook Premier Partner (TP3), Austin Ribbon & Computer (ARC) may provide the full range of Panasonic Toughbook laptop and tablet devices. The company's authorization number is PSC0796.

If I can provide any further information regarding this partnership, please feel free to contact me.

Thank you,

Bret May  
Partner Sales Manager  
Panasonic  
Cell: 201.912.9527  
[Bret.May@us.panasonic.com](mailto:Bret.May@us.panasonic.com)

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**Panasonic ideas for life**

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December 18, 2013

Austin Ribbon & Computer, Inc.  
9211 Waterford Centre Blvd. Ste 200  
Austin, TX 78758

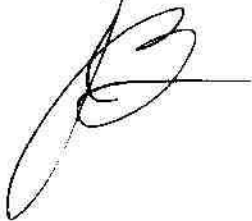
Re: Austin Ribbon & Computer, Inc. Qualification Letter

To Whom It May Concern:

AUSTIN RIBBON & COMPUTER is an authorized Reseller for all Havis, Inc. They have met all necessary requirements to service and sell our products and have a direct account in good standing.

Please direct any questions to me at 800-524-9900.

Sincerely,

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

Joseph Bernert  
CEO

Note to File

Contract : MA-6400-GA140000038

Learned on 2/19, that bid item #8 has been discontinued and Panasonic released a new model in its place. This vendor actually included a bid for this new item with their submittal however did not state the initial one was being discontinued so we thought it was just an additional offering. Because it was included in the bid and thereby incorporated into the resulting contract, item #8 is being updated to the new model which is \$30 less than the discontinued model. Approved as per Denise Lucas, Deputy Purchasing Officer.

Shawn Willett

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** SMW0210

**DATE ISSUED:** December 2, 2013

**REQUISITION NO.:** RQM-6400-13112200089

**COMMODITY CODE:** 20454 & 2046874

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**Ms. Shawn M. Willett**

**Senior Business Process Consultant**

**Phone: (512) 974-2554**

**COMMODITY/SERVICE DESCRIPTION:** Agreement for the purchase of Panasonic CF-31 and CF-19 Laptops, Arbitrator DVRs, and Havis Dock Solutions

**BID DUE PRIOR TO:** 2:00 PM on December 18, 2013

**BID OPENING TIME AND DATE:** 2:15 PM on December 18, 2013

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

### LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address shown below.

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

### **SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No. (\_\_\_\_\_) \_\_\_\_\_** **Fax No. (\_\_\_\_\_) \_\_\_\_\_**

**Email Address:** \_\_\_\_\_

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	3
0600	BID SHEET	3
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	NO GOALS UTILIZATION PLAN	2

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- Section 0700                    Reference Sheet
- Sections 0800 - 0835        Certifications and Affidavits (return all applicable Sections)
- Section 0900                    No Goals Utilization Plan

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SMW0210**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE**. Insurance may be required for this solicitation.

A. **General Requirements**. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements**. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SMW0210**

- (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
  - C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **CONTRACT AWARD.** This contract will be awarded in an annual amount not to exceed \$2,500,000.
4. **TERM OF CONTRACT**
- A. The Contract shall be in effect for an initial term of twelve months and may be extended thereafter for up to three additional twelve month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A TWELVE MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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SMW0210**

**5. QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**6. DELIVERY REQUIREMENTS**

Location: Days: M-F 7:30am – 4:30pm

City of Austin Wireless Office

1006 Smith Road

Austin, Texas 78721

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**7. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin Wireless Office
Attn:	Arletha Guerrero
Address	1006 Smith Road
City, State Zip Code	Austin, Texas 78721

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

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product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**9. PUBLISHED PRICE LISTS**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.



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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**11. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first twelve month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
    - (1) an itemized, revised price list with the effective date of the proposed increase;
    - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
    - (3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) WPU11510115 Portable computers, laptops, PDA's and other single user computers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
    - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
  - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 60 calendar to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in

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the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 60 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**12. INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**13. CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Arletha Guerrero

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Wireless Communication Services Division

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Arletha.Guerrero@austintexas.gov

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**City of Austin**  
**Specifications for**  
**PANASONIC CF-31 and CF-19, Arbitrator DVR Equipment, and Havis Dock Solution**  
**SMW0210**

**1. PURPOSE**

- 1.1. This Invitation for Bid (IFB) is to establish a contract for the City of Austin to purchase Panasonic CF-31 Laptops, and CF-19 convertible tablets with compatible Havis dual port Docks and Arbitrator DVR systems. A contract will be awarded to provide this equipment on an as-needed basis as stipulated in this solicitation.
- 1.2. The contract will be utilized by the City of Austin Wireless Office (WCSD). The City reserves the right to allow other City Departments to utilize the contract.

**2. BACKGROUND**

- 2.1. The Wireless Communication Services Division (WCSD) will purchase replacement Panasonic Ruggedized Laptops (CF31/CF19), Arbitrator DVR equipment and Havis dual port docking solutions. The City of Austin currently has about 1250 public safety vehicles using this equipment. In addition, this contract will be used to purchase component parts to complete 'one off' installation requirements as needed. WCSD will also need the ability to fulfill occasional overnight priority orders that are required to support emergency deployments of vehicles.

**3. VENDOR QUALIFICATIONS**

- 3.1. The vendor shall be an authorized reseller of Panasonic Computers and accessories. Proof of reseller authorization should be included with the bid and must be provided upon request.
- 3.2. The vendor shall be an authorized reseller of Havis Docks and accessories. Proof of reseller authorization should be included with the bid and must be provided upon request.
- 3.3. The Vendor must have provided items similar to those in this Scope of Work for a minimum of the past three (3) years.
- 3.4. The Vendor must provide references from a minimum of five (5) customers including any governmental agencies with experience providing items of similar size and scope to this contract. Include names of companies, names of individuals to contact, and telephone numbers. See section 0700 for Reference Sheet.
- 3.5. Vendor shall also provide address for any;
  - 3.5.1. Local retail sales;
  - 3.5.2. Services centers, and;
  - 3.5.3. Corporate office

#### **4. PRODUCT REQUIREMENTS**

##### **4.1. CF-31 Panasonic Laptop**

- 4.1.1. Windows 7 Professional (with Win 8 COA),
- 4.1.2. Intel Core i5 3340M 2.70GHz,
- 4.1.3. 13.1" XGA Touchscreen LCD,
- 4.1.4. 256GB Solid State Drive,
- 4.1.5. 8GB (4+4),
- 4.1.6. WiFi,
- 4.1.7. Bluetooth,
- 4.1.8. 4G LTE Multi Carrier,
- 4.1.9. GPS Receiver,
- 4.1.10. Dual Pass (Upper WWAN / Lower Selectable),
- 4.1.11. TPM 1.2,
- 4.1.12. Backlit Emissive Keyboard,
- 4.1.13. Toughbook Preferred
- 4.1.14. No Fault Warranty, Years 1, 2, & 3
- 4.1.15. DVD Super MULTI Drive,
- 4.1.16. Webcam,

##### **4.2. CF-19 Convertible Tablet PC**

- 4.2.1. Windows 7 Professional (with Win 8 COA),
- 4.2.2. Intel Core i5 3340M 2.70GHz
- 4.2.3. 10.1" XGA Touch
- 4.2.4. 256GB Solid State Drive
- 4.2.5. 8GB
- 4.2.6. WiFi
- 4.2.7. Bluetooth
- 4.2.8. Dual Pass (Upper WWAN / Lower WiFi)
- 4.2.9. Camera
- 4.2.10. TPM 1.2
- 4.2.11. Toughbook Preferred
- 4.2.12. No Fault Warranty, Years 1, 2, & 3

##### **4.3. CF-19 Convertible Tablet PC**

- 4.3.1. Windows 7 Professional (with Win 8 COA),
- 4.3.2. Intel Core i5 3340M 2.70GHz
- 4.3.3. 10.1" XGA Multi Touch + Digitizer LCD
- 4.3.4. 256GB Solid State Drive
- 4.3.5. 8GB
- 4.3.6. WiFi
- 4.3.7. Bluetooth
- 4.3.8. Dual Pass (Upper WWAN / Lower WiFi)
- 4.3.9. Camera
- 4.3.10. TPM 1.2
- 4.3.11. Toughbook Preferred
- 4.3.12. No Fault Warranty, Years 1, 2, & 3

##### **4.4. DOCKING STATION: (Model II)**

- 4.4.1. PAN/SOL-COP-NI Panasonic Havis Docking Solution
- 4.4.2. PAN1112Z1 PANASONIC TOUGHBOOK 30/31
- 4.4.3. w/2 HIGH GAIN ANTENNA -
- 4.4.4. Z1 AUSTIN PD SPECIFIC KEY
- 4.4.5. LPS-104 Havis docking power supply for CF-31 120 Watt
- 4.4.6. C-MD-202 Tilt Swivel Motion Device

4.5. DOCKING STATION (Model III):

- 4.5.1. PAN/SOL-COP-NI Panasonic Havis Docking Solution
- 4.5.2. PAN1112Z3 Panasonic Toughbook CF30/31
- 4.5.3. w/2 HIGH GAIN ANTENNA
- 4.5.4. Z3 W/Key for FIRE Departments in Austin and Travis County
- 4.5.5. LPS-104 Havis docking power supply for CF-31 120 Watt
- 4.5.6. C-MD-202 Tilt Swivel Motion Device

4.6. DOCKING STATION( Model I):

- 4.6.1. PAN/SOL-COP-NI Panasonic Havis Docking Solution
- 4.6.2. PAN1112 Panasonic Toughbook CF30/31
- 4.6.3. w/2 HIGH GAIN ANTENNA -
- 4.6.4. Standard Key for Austin and Travis County EMS
- 4.6.5. LPS-104 Havis docking power supply for CF-31 120 Watt
- 4.6.6. C-MD-202 Tilt Swivel Motion Device

## **5. DELIVERY REQUIREMENTS**

- 5.1. All deliveries shall be made to the City of Austin Wireless Office at 1006 Smith Road Austin, Texas 78721. Unless requested by WCSD in advance, deliveries shall be made between the hours of 7:30 A.M. and 4:30 P.M. except for City of Austin holidays and weekends.
- 5.2. Unless WCSD requests a rush order and Overnight shipping, all equipment shall be delivered within 10 business days after a purchase order is provided.
- 5.3. Vendor must have the ability to ship overnight when a rush order is requested.
- 5.4. All deliveries shall be shipped FOB Destination, freight prepaid and allowed

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** SMW0210

**DATE ISSUED:** December 2, 2013

**REQUISITION NO.:** RQM-6400-13112200089

**COMMODITY CODE:** 20454 & 2046874

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**Ms. Shawn M. Willett**

**Senior Business Process Consultant**

**Phone: (512) 974-2554**

**COMMODITY/SERVICE DESCRIPTION:** Agreement for the purchase of Panasonic CF-31 and CF-19 Laptops, Arbitrator DVRs, and Havis Dock Solutions

**BID DUE PRIOR TO:** 2:00 PM on December 18, 2013

**BID OPENING TIME AND DATE:** 2:15 PM on December 18, 2013

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

**For information on how to attend the Bid Opening online, please select this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address shown below.

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No. (\_\_\_\_\_) \_\_\_\_\_ Fax No. (\_\_\_\_\_) \_\_\_\_\_**

**Email Address:** \_\_\_\_\_

**BID SHEET  
CITY OF AUSTIN**

**BID NO. SMW0210**

**RX NO. RQM-6400-13112200089**

**DATE: December 18, 2013**

**AUTHORIZED CONTACT: Shawn Willett**

**Quantities listed are estimated Annual Amounts**

**Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.**

ITEM	City Model No.	ITEM DESCRIPTION	EST. ANNUALQTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	CF31 (Model number suffix shall match requirements in description,Specify exact model feature in bid)	CF-31 Panasonic Ruggedized Laptop Windows 7 Professional (with Win 8 COA), Intel Core i5 3340M 2.70GHz, 13.1" XGA Touchscreen LCD, 256GB Solid State Drive, 8GB (4+4), WiFi, Bluetooth, 4G LTE Multi Carrier, GPS Receiver, Dual Pass (Upper WWAN / Lower Selectable), TPM 1.2, Backlit Emissive Keyboard, Toughbook Preferred No Fault Warranty, Years 1, 2, & 3 Webcam Specify Model Number Bid _____	125	EA	\$	\$
2	CF31	DVD Super MULTI Drive Specify Model Number Bid _____	25	EA	\$	\$

3	CF19 Convertible Tablet (Model number suffix shall match requirements in description, Specify exact model feature in bid)	CF-19 Convertible Tablet PC Windows 7 Professional (with Win 8 COA), Intel Core i5 3340M 2.70GHz 10.1" XGA Touch 256GB Solid State Drive 8GB WiFi Bluetooth Dual Pass (Upper WWAN / Lower WiFi) Camera TPM 1.2 Toughbook Preferred No Fault Warranty, Years 1, 2, & 3 Specify Model Number Bid _____	25	EA	\$	\$
4	DS-PAN-111-2-P Z1 Austin PD Master Key	DOCKING STATION: (Model II) PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN111Z1 PANASONIC TOUGHBOOK 30/31 w/2 HIGH GAIN ANTENNA - Z1 AUSTIN PD SPECIFIC KEY	65	EA	\$	\$
5	DS-PAN-111-2-P Z3 Fire Master Key	DOCKING STATION (Model III): PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN111Z3 Panasonic Toughbook CF30/31 w/2 HIGH GAIN ANTENNA Z3 W/Key for FIRE Departements in Austin and Travis County	65	EA	\$	\$
6	DS-PAN-111-2-P Z0 Default Havis Key	DOCKING STATION( Model I): PAN/SOL-COP-NI Panasonic Havis Docking Solution PAN1112 Panasonic Toughbook CF30/31 w/2 HIGH GAIN ANTENNA - Standard Key for Austin and Travis County EMS	65	EA	\$	\$
7	C-MD-202 Swivel	C-MD-202 Tilt Swivel Motion Device or current equivalent. Specify Model Number Bid _____.	125	EA	\$	\$



8	PANARB360	ARBTR-KIT-360 Arbitrator 360 MK2.0 KIT CF-SVCARB2NF3Y Arbitrator 360 Protection Plus - 3 Years CCR24PNA 2.4GHZ WIRELESS MICROPHONE SET CN258IR-P ARBITRATOR REAR SEAT IR CAMERA TGS-3DP G-FORCE SENSOR / ARBITRATOR VEHICLE RP-SDW32GP1K Panasonic RP SDW32GP1K - Flash memory card - 32 GB - Class 10 - SDHC	85	Ea	\$	\$
9	LPS-104	LPS-104 Havis docking power supply for CF-31 120 Watt	125	EA	\$	\$
10	LPS-101	LPS-101 Havis docking power supply for CF-19 90 Watt	25	EA	\$	\$
11	DS-PAN-221-1	CF19 Docking station w/ Dual RF pass thru	24	EA	\$	\$
12	N/A	Additional Charge for Rush Orders requiring Overnight Shipping	25	EA	\$	\$
<b>*Delivery is to be FOB Destination, Prepaid and allowed. Bid should be all inclusive including any charges for standard freight.</b>					<b>TOTAL BID</b>	<b>\$</b>

For Informational Purposes Only :  
Discount or Mark-Up from MSRP for any other catalog items not listed \_\_\_\_\_

DELIVERY METHOD \_\_\_\_\_

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

**SOLICITATION NUMBER:** IFB SMW0210

**OFFEROR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1.	Company's Name	_____
	Name and Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(       )                      Fax Number (       )
	Email Address	_____
2.	Company's Name	_____
	Name and Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(       )                      Fax Number (       )
	Email Address	_____
3.	Company's Name	_____
	Name and Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(       )                      Fax Number (       )
	Email Address	_____
4.	Company's Name	_____
	Name and Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(       )                      Fax Number (       )
	Email Address	_____
5.	Company's Name	_____
	Name and Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(       )                      Fax Number (       )
	Email Address	_____

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**  
**SOLICITATION NO. IFB SMW0210**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO. IFB SMW0210**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

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Signature of Officer  
or Authorized  
Representative:

Date:

---

Printed Name:

---

Title

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**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. IFB SMW0210**

**FOR  
Purchase Agreement for Panasonic Laptops and Havis Docks**

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. IFB SMW0210**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: \_\_\_\_\_

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature of Officer or  
Authorized  
Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: IFB SMW0210

PROJECT NAME: Agreement for the Purchase of Panasonic Laptops and Havis Docks

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: IFB SMW0210

PROJECT NAME: Agreement for the Purchase of Panasonic Laptops and Havis Docks

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Shawn M. Willett, Senior Business Process Consultant

DATE: November 25, 2013

SUBJECT: Approval to use Zero Goals for Solicitation No. SMW0210  
Project Name: Panasonic Tough Book Laptops and Docking Stations  
Commodity Code(s): 20454 and 2046874  
Estimated Value: \$2,500,000 annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X  No Goals (Goal of 0%)

This determination is based on the following reasons:

This is a commodity purchase with no service components for any potential subcontracting.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at (512) 974-2554

✓ Approval is hereby granted to use the above Goals.

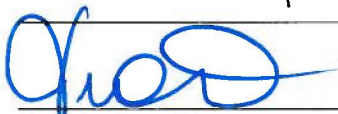
       Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals:        % MBE        % WBE

b. Subgoals        % African American        % Hispanic

       % Native/Asian American        % WBE

This determination is based on the following reasons: The above procurement of commodities has no subcontracting opportunities. Available MWBE companies may bid as prime suppliers.



Veronica Lara, Director

Date: 11-25-13

cc: Lorena Resendez, DSMBR  
Lynda Thorpe, Purchasing