



Amendment No. 4
to
Contract No. 6400 GA140000122
For
In Motion Technology Parts, Repair, and App Software & Support
between
CDW , LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 23, 2017 through September 22, 2018. No more options will remain.
- 2.0 The total contract amount is increased by \$80,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/23/2014 – 09/22/2015	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 – Extension 09/23/2015 – 09/22/2016	\$80,000.00	\$160,000.00
Amendment No. 2: Option 2 – Extension 09/23/2016 – 09/22/2017	\$80,000.00	\$240,000.00
Amendment No. 3 : Vendor Name Change from CDW Government Inc. to CDW, LLC	\$0.00	\$240,000.00
Amendment No. 4: Option 3 – Extension 09/23/2017 – 09/22/2018	\$80,000.00	\$320,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: Mark A. Ellis 09/26/2017

Printed Name: Mark A. Ellis, Manager Program Management
Authorized Representative

CDW Government LLC.
230 N. Milwaukee Ave.
Vernon Hills, IL 60061-9740

Sign/Date: Bartley Tyler 9/28/17

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. GA140000122
for
In Motion Technology Parts, Repair and App Software & Support
Between
CDW Government, Inc.
dba CDW Government
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	CDW Government, Inc. dba CDW Government	CDW, LLC dba CDW Government, LLC dba CDWG
Vendor Code	CDW7127170	CDW7127170
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. 3 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

Date

4-14-17



Amendment No. 2
of
Contract No. GA140000122
for
In Motion Technology Parts, Repair and App Software & Support
between
CDW Government
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 23, 2016 the term for the extension option will be September 23, 2016 to September 22, 2017 and there is one remaining options.
- 2.0 The total contract amount is increased by \$80,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/23/14 – 09/22/15	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 09/23/15– 9/22/16	\$80,000.00	\$160,000.00
Amendment No. 2: Option 2 09/23/16– 9/22/17	\$80,000.00	\$240,000.00

- 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:

A handwritten signature in black ink, appearing to read "Carmela Gustowski", written over a horizontal line.

Printed Name:
Authorized Representative

Signature and Date:

A handwritten signature in black ink, appearing to read "Beatrice Washington", written over a horizontal line. To the right of the signature is the date "9-15-16".

Beatrice Washington, Contract Compliance Specialist Senior
City of Austin
Purchasing Office

CDW Government
230 N. Milwaukee Avenue
Vernon Hills, IL66061-9740



Amendment No. 1
of
Contract No. GA140000122
for
In Motion Technology Parts, Repair and App Software & Support
between
CDW Government
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 23, 2015 the term for the extension option will be September 23, 2015 to September 22, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$80,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/23/14 – 09/22/15	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 09/23/15– 9/22/16	\$80,000.00	\$160,000.00

- 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: 09/22/2015

Handwritten signature of Amanda Ewertowski.

Printed Name:
Amanda Ewertowski, Sr. Program Manager

Signature and Date:

Handwritten signature of Shawn Willett, dated 9/23/15.

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

CDW Government
230 N. Milwaukee Avenue
Vernon Hills, IL66061-9740



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 25, 2014

CDW Government, LLC.
Jordan J Mikols, Senior Account Manager
120 S. Riverside Plaza
Chicago, IL 60606

Mr. Mikols:

The Austin City Council approved the execution of a contract with your company for In Motion Technology Parts, Repair and App Software & Support.

Responsible Department:	City of Austin Wireless Office
Department Contact Person:	Arletha Guerrero
Department Contact Email Address:	Arletha.Guerrero@austintexas.gov
Department Contact Telephone:	(512) 927-3262
Project Name:	In Motion Technology Parts, Repair and App Software & Support
Contractor Name:	CDW Government, LLC.
Contract Number:	MA-6400-GA140000122
Contract Period:	September 23, 2014 thru September 22, 2014
Dollar Amount:	Not-to-exceed \$80,000.00 per initial contract term and \$ 80,000.00 for the first extension option, \$80,000.00 for the second extension option, \$80,000.00 for the third extension option. For a total contract not to exceed amount of \$480,00.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 14012900180
Solicitation Number:	JXH0002 REBID
Agenda Item Number:	63
Council Approval Date:	August 28, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris
Senior Buyer Specialist
Purchasing Office
Financial Services Department

cc: Arletha Guerrero, Business Systems Analyst

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND**

**CDW Government, LLC. (“Contractor”)
for**

**In Motion Technology Parts, Repair and App Software & Support
GA1400000122**

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 CDW Government, LLC. Having offices at 230 N. Milwaukee Ave. Vernon Hills, IL 60061 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“September 22, 2014”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JXH0002 REBID.

This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation For Bid (IFB), JXH0002 REBID including all documents incorporated by reference
- 1.1.3 CDW Government, LLC. Offer, dated May 20,2014 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 12 months and may be extended thereafter for up to three 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 **Delivery.** The Contractor shall deliver In Motion Technology Parts, Repair, and App Software & Support Solutions specified in the Solicitation after the order is placed within two (2) hours of notification. All orders must be shipped complete unless arrangements for partial shipments are made in advance. The contractor shall provide, with each delivery, a shipping or delivery ticket showing the description of each item, quantity and unit price.

1.5 **Compensation.** The Contractor shall be paid a total not to exceed amount of \$80,000 annually for the initial Contract term, and up to \$80,000 for each extension option as indicated in the Supplemental Purchase Provisions Section 0400. Payment shall be made as indicated in the Solicitation after acceptance of the goods and/or services.

1.6 **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

Jonathan Harris

Printed Name of Authorized Person

[Signature]

Signature

Senior Buyer Specialist

Title:

9.25.14

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: JXH0002-RE-BID

DATE ISSUED: April 28th 2014

REQUISITION NO.: RQM-14012900180

COMMODITY CODE: 20367,20464

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Jonathan Harris

Senior Buyer Specialist

Phone: (512) 974-1771

E-Mail: jonathan.harris@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Imotion Technology Parts,
Repair, and App Software & Support

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00pm on May 13th, 2014

BID OPENING TIME AND DATE: 2:15pm on May 13th, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, 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/departments/bid-opening-webinars>

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

City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

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.

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

Solicitation No. IFBJXH0002-RE-BID

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents 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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. 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.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms herein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number : _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
JXH0002-RE-BID**

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: jonathan.harris@austintexas.gov or via fax at (512) 974-2388

2. **INSURANCE:** Insurance is 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 WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, 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).
 - (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.

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
JXH0002-RE-BID**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (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 CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, 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. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 3 additional 12 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.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **CONTRACT AWARD:** This contract will be awarded in an estimated amount not to exceed \$80,000 annually.
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.

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PURCHASING OFFICE
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6. DELIVERY REQUIREMENTS:

Location:

City of Austin Wireless Office

1006 Smith Road

Austin, Texas 78721

Days:

Monday-Friday 7:30am-4:30pm

- 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 51 in Section 0300).

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

- A. Invoices shall contain a unique 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	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. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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JXH0002-RE-BID**

9. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

10. 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 (30 unless a different period is inserted) 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.

11. 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 an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify 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>

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months 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 on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data

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- (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:**

Weight % or \$ of Base Price: 100	
Database Name: Producer Price Index-Commodities	
Series ID: WPUSI093011	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Machinery and Motive products	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-28	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **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

Wireless Communications Service Division

Arletha.Guerrero.austintexas.gov

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*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.

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SOLICITATION JXH0002-RE-BID**

1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Authorized Representative able to provide Inmotion Technology Original Equipment Manufacturer ("OEM") parts, repair, and application software support services for City of Austin ("City") onBoard Mobile Gateways. A Contract will be awarded to provide Inmotion Technology OEM parts, repair, and application software support services on an as-needed basis as stipulated in this solicitation. While this contract is intended to provide non-warranty repair services, the resultant Contractor must be authorized by the manufacturer to provide warranty repair services.
- 1.2 The Contract will be utilized by the City of Austin Wireless Communication Services Division. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.3 The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council.
- 1.4

2. DEFINITIONS

- 2.1 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.2 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 2.3. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.4. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 2.5. WCSD or Radio Shop is the term used to designate the primary City facility for the Wireless Communication Services Division.
- 2.6. Repairs means to return or restore a broken, damaged, or failed part, or piece of equipment to the latest hardware and software condition or state.

3. CONTRACTOR QUALIFICATIONS

- 3.1. The Contractor must be a manufacturer's authorized representative for parts and must have an operational repair facility regularly engaged in the business of providing Inmotion Technology onBoard Mobile Gateway parts, repair and application software support services for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers. Professional references shall be on suppliers' letterhead and shall provide pertinent

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information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

- 3.3. The contractor must be certified by Inmotion Technology as an authorized warranty repair facility equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for Inmotion Technology onBoard Mobile Gateways.
- 3.4. The Contractor must have a facility with adequate warehouse space and equipped with supplies and equipment necessary to satisfy the requirements of the contract.
- 3.5. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City property at the Contractor's location.
- 3.6. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on Inmotion Technology onBoard Mobile Gateways. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working on Inmotion Technology onBoard Mobile Gateways. Training certificates and/or documentation shall be provided to the City, upon request, prior to the contract award.

4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES

- 4.1. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services according to the manufacturer's recommended repair techniques and standards.
- 4.2. The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed repairs within the timeframe stipulated in this Statement of Work.
- 4.3. The Contractor shall diagnose the onBoard Mobile Gateway for repairs and provide a written cost estimate (e.g. email) to the Wireless Communication Services Division Manager or designee within two (2) working days after taking possession of the device. The written cost estimate shall include:

The cause of failure

The correction or repair needed

Estimated labor hours and cost*

Description and cost of parts*

Total cost to complete repair services

Total amount of time needed to complete repairs

Device identification (either COA asset tag number or OEM serial number)

*All estimated costs must be based on contract unit pricing

- 4.4. The Wireless Communication Services Division Manager or designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 4.5. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted in advance to the Wireless Communication Services Division Manager or designee for written (e.g. email) approval for the hidden damage repairs.

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- 4.6. The Contractor shall complete the repairs within the timeframe indicated in the estimate, after receipt of the Wireless Communication Services Division Manager or designee written approval to proceed with the repairs. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Wireless Communication Services Division Manager or designee must approve the Contractor's request for extension in writing (e.g. email).
- 4.7. Upon receipt of the repaired device, the Wireless Communication Services Division Manager or designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the repairs shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor will arrange for pickup of the device within one (1) business day of notification. Contractor shall complete corrective work within one (1) business day unless additional time is approved by the Wireless Communication Services Division Manager or designee in writing (e.g. email).
- 4.8. The Contractor shall anticipate that repairs made will be tested and/or inspected by the City during the term of the Contract. Wireless Communication Services Division reserves the right to conduct any tests or inspections deemed necessary to ensure services or parts conform to the equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the equipment manufacturer's specifications, and are fit for their intended use.
- 4.9. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, and/or property. Any damage shall be repaired at the Contractor's expense.
- 4.10. The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Wireless Communication Services Division Manager or designee.
- 4.11. The Contractor shall provide an itemized invoice to the Wireless Communication Services Division Manager or designee, upon completion of each repair. The invoice shall include the following information.
- 4.11.1. Date repairs were authorized
 - 4.11.2. List of repairs made
 - 4.11.3. Date repairs were completed
 - 4.11.4. Itemized list of parts and other products used for the repairs and cost
 - 4.11.5. Number of labor hours associated with the repairs and cost
 - 4.11.6. Total cost to complete repair services
 - 4.11.7. Repaired unit identification (either COA asset tag number or OEM serial number)
- 4.12. The Contractor shall return all non-repairable Inmotion Technology onBoard Mobile Gateways to the City upon completion of the service request, if the Wireless Communication Services Division Manager or designee declines the repair of the device.
- 4.13. The Contractor shall provide the parts removed during repair of the unit, for verification purposes upon request by the Wireless Communication Services Division Manager or designee.

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- 4.14. The Contractor shall properly recycle and/or dispose of used and/or broken parts. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Wireless Communication Services Division, upon request, a copy of a standard manifest showing that all used and/or broken parts were properly recycled and/or disposed.
- 4.15. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 4.16. The Contractor shall submit copies of all documentation related to hazardous waste to both the Wireless Communication Services Division Manager and the City's Occupational Health & Safety Specialist located within Wireless Communication Services Division Administration.
- 4.17. The Contractor shall provide a twelve (12) month labor warranty for all repair services. A copy of the labor warranty shall be provided to the Wireless Communication Services Division Manager or their respective designee with each delivery.
- 4.18. The Contractor warrants that all repair parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. The warranty period shall not start until the Inmotion Technology onBoard Mobile Gateway is actually installed on a mobile unit as evidenced by the Wireless Communication Services Division work order. This warranty shall provide for replacement parts and shall include pick up and return of the defective Inmotion Technology onBoard Mobile Gateway at no additional cost. A copy of the manufacturer's parts warranty shall be provided to the Wireless Communication Services Division Manager or their respective designee within five (5) calendar days of request by the City.
- 4.19. The Contractor shall provide, upon request, a monthly and/or yearly total of all repairs performed for the Wireless Communication Services Division. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize repairs by date, Service Center contact person that placed the order, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and repaired unit identification (either COA asset tag number or OEM serial number)

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 5.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time and to complete needed repairs within the timeframe stipulated in this Statement of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City after Contract award. All parts will be ordered on an as-needed basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or repair facility as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 5.2. Within five (5) business days of Contract award, the Contractor shall submit to the Wireless Communication Services Division Manager or designee specified in Section 0400 two (2) Flash Drives or electronic copies, if available, of the price list(s) upon which the markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available. As per the bid sheet, section 0600, Contractor should include one hard or electronic copy of the price list with the bid when it is submitted.
- 5.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for

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verification purposes. If the Contractor is unable to provide a Flash Drive, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation shall be submitted with each invoice.

- 5.4. The Contractor shall provide new kits, parts, or assemblies. Parts must meet all applicable federal, state and local requirements for FCC Type Acceptance, quality and safety. If new parts are not available, remanufactured or rebuilt parts may be substituted at not less than 50% of contract price of new part with written agreement from the Wireless Communication Services Division.
- 5.5. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Wireless Communication Services Division Manager or designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective Inmotion Technology onBoard Mobile Gateway.
- 5.6. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 5.7. The Contractor shall provide a copy of the manufacturer's parts warranty to the Wireless Communication Services Division Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a mobile unit as evidenced by the Wireless Communication Services Division work order or the Contractor's invoice for repair services.
- 5.8. The Contractor further warrants that the parts supplied under this Contract will not void existing Inmotion Technology onBoard Mobile Gateway warranties.
- 5.9. The Contractor shall notify the Contract Manager and the Wireless Communication Services Division Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 5.10. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Wireless Communication Services Division will contact the Contractor by e-mail, fax, telephone or online ordering system to place an order for parts and service. The request will include the part number, part description, delivery requirements, and a unique delivery order number.
- 5.11. The Contractor shall confirm the quantity to be shipped to the ordering Wireless Communication Services Division representative in writing by e-mail within four (4) hours after the order is sent.
- 5.12. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- 5.13. The Contractor shall deliver Stock Parts to the ordering Wireless Communication Services Division as follows:
- 5.14. Parts ordered before 12:00 PM shall be shipped the same day.

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- 5.14.1. Parts ordered after 12:00 PM shall be shipped the next working day..
- 5.14.2. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 5.15. The Contractor shall deliver Non-Stock Parts to the Wireless Communication Services Division within three (3) working days after the order is sent. All special orders will be honored under the Contract pricing, without any additional markups.
- 5.16. The Contractor shall deliver Back-ordered (or out-of-stock) Parts to the Wireless Communication Services Division within five (5) working days after the order is sent. The Contractor shall advise the ordering Wireless Communication Services Division representative by telephone or email of when the part(s) will be available. Notification will be within four (4) hours after the order is sent. If the Contractor cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price in accordance with the Performance paragraph in Section 0400.
- 5.17. The City may place some order as "Code Red". Contractor shall deliver "Code Red" orders **by 5 PM the next business day after the order is placed**. A delivery fee may be assessed for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. "Code Red" must be noted on the invoice when authorized by the City.
- 5.18. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by the Wireless Communication Services Division. The City requires that the report be in an electronic format that allows the City to sort as needed.. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.
- 5.19. The Contractor shall provide, at no additional charge, an electronic parts manual and manufacturer's diagnostic software to be used on standalone laptop computers located in the Wireless Communication Services Division main facility. If online diagnostic materials are available by subscription, the Contractor shall provide the subscription to Wireless Communication Services Division at no additional charge.

6. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 6.1. The Contractor at no additional charge, shall provide a qualified factory-authorized service representative to provide technical training for Wireless Communication Services Division technicians.
- 6.2. The training shall consist of a combination of classroom discussion and/or online audio-visual aids and/or other training modules.
- 6.3. The training shall also include instructions on the operation, maintenance, and configuration requirements, any special adjustments and minor repair procedures. Wireless Communication Services Division technicians, supervisors, and parts room personnel shall also receive procedures for ordering parts, along with repair manual and parts book orientation.
- 6.4. The training shall be up to 8-hours per day, or longer if the Contractor deems necessary.
- 6.5. The date and time of the training shall be coordinated between the Contractor and a Wireless Communication Services Division Manager or designee.

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- 6.6. Inmotion Technology onBoard Mobile Gateway and application software training will be held at the Wireless Communication Services Division) and the classroom training will be held at a designated location arranged by a Wireless Communication Services Division Manager or designee.

7. WORK HOURS

The City will not pay off-shift rates for repairs performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

**CITY OF AUSTIN
WIRELESS COMMUNICATION SERVICES DEPARTMENT
BID SHEET**

OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

IFB No: JXH0002 REBID

DATE: May 13th, 2014

BUYER: Jonathan Harris

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Listed is a sampling of the most commonly ordered items by Manufacturer. This list does not include all the equipment items that the City may require. A price list and discount or markup from Manufacturer's Suggested Retail Price (MSRP) must be quoted for the entire catalog. In order to be considered responsive, Vendor must bid all items listed in a

M	City Item No.	ITEM DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	PRICE
1	IMTOMG2031-02	onBoard Mobile Gateway 2031	22	EA		
2	IMTCAB002	Power: AC Power Adapter	4	EA		
3	IMTMIS012	onBoard Asset Manager Wi-Fi Asset Tags (T)	7	EA		
4	IMTMIS035	onBoard Asset Manager Wi-Fi Asset Tags (T2s)	7	EA		
5	IMTMIS013	onBoard Asset Manager Wi-Fi Asset Tags (T3)	7	EA		
6	IMTMIS014	onBoard Asset Manager Wi-Fi Asset Tags with temperature sensor (T5a)	7	EA		
7	IMTSUP101512F	onBoard Mobile Gateway Platinum Support w/ Hosted oMM Access - First Year Upgrade	5	EA		
8	IMTSUP101512	onBoard Mobile Gateway Platinum Support w/ Hosted oMM Access - One Year	78	EA		
9	IMTSUP101524	onBoard Mobile Gateway Platinum Support - Two Years w/ Hosted oMM	1	EA		

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BID SHEET**

OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

10	IMTSUP101536	onBoard Mobile Gateway Platinum Support - Three Years w/ Hosted oMM	1	EA		
11	IMTSER516	Professional Services (per day)	1	EA		
12	IMTFRE001	Freight Air Express Service - oMG per unit	1	EA		
13	IMTFRE004	Freight Air Express Service - Miscellaneous	1	EA		
14	N/A	Cost, if any, for evaluation and return of non-repairable items, per Scope of Work, part 4.12	22	EA		
15	IMTGWO026	EMS software agents - Factory Option	22	EA		
16	IMTGWO017	AT&T 4G LTE/3G radio module - Factory Option	22	EA		
17	IMTGWxxxx	Verizon 4G LTE/3G radio module - Factory Option	12	EA		
18	IMTCAB026	Antenna Adapter: Sierra Wireless AC402, 503, 890 for oMG 20x0 series	20	EA		
19	IMTGWxxxx	onBoard Mobile Gateway 2031 DC Power Cable.	3	EA		
20	IMTGWxxxx	onBoard Mobile Gateway 2031 Recovery Flash Drive (with Updates)	3	EA		
DISCOUNT OR MARK-UP FROM MSRP FOR ALL OTHER ITEMS NOT LISTED _____ %			Indicate in percentage is: o Discount o Mark-up		BID TOTAL	

CITY OF AUSTIN
WIRELESS COMMUNICATION SERVICES DEPARTMENT
BID SHEET
OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

Note: Bid Total is for evaluation purposes only

DELIVERY METHOD: _____

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

Section 0605: Local Business Presence Identification

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) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

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

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name _____

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 _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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 principle 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: _____



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239
CDWG.com

May 20, 2014

Jonathan Harris, Senior Buyer Specialist
City of Austin, Purchasing Office
124 W 8th Street, RM 308
Austin, TX 78701

Subject: CDW•G Response to the City of Austin, IFB for In Motion Technology Parts, Repair, and App Software & Support, Solicitation No. JXH0002-RE-BID

Dear Mr. Harris,

The City of Austin (City) is seeking a qualified vendor to provide In Motion Technology Parts, Repair, and App Software & Support. CDW Government LLC (CDW•G) understands the full scope of this IFB and looks forward to continuing our strong partnership with the City.

By selecting CDW•G, you will receive more aggressive pricing and time-saving resources due to our strong and long-standing partnership with In Motion Technology. Our purchasing power also enables us to offer the City immediate availability, a wide range of local resources, and comprehensive ongoing support.

Except with respect to the product specifications, quantities and prices included in this response, the terms and conditions found at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> apply to this submission unless the parties otherwise agree in a separate writing.

We believe our bid response addresses all aspects of your IFB and we encourage you to reach out to us with any questions. For questions regarding our response, please feel free to contact Proposal Specialist, Melissa Chesrow, at 312.705.8920 or via email at melissa.chesrow@cdwg.com.

Sincerely,

A handwritten signature in black ink, appearing to read "BS", with a stylized flourish extending from the end.

Brandi Steckel
Manager, Proposal Teams
CDW Government LLC

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• Section 0700: Reference Sheet	
• Section 0835: Non-Resident Bidder Provisions	
TAB 3 – Professional References	13
• Edge Memory	
• EMC	
• Startech.com	
TAB 4 – Bid Sheet Pricing (Signed).....	17
TAB 5 – MSRP Price List – In Motion	18



TAB 1 - Signed Addenda

Please find the following signed addenda behind this page.

1. Addendum No. 1 dated 03/26/2014
2. Addendum No. 2 dated 05/13/2014



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: JXH0002
ADDENDUM NO. 1
DATE OF ADDENDUM: MARCH 26, 2014

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

1) **The Bid Opening Date and time are hereby changed to:**

Bid Due prior to 2:00 PM on April 2, 2014

Bid Opening Time and Date : 2:15 PM on April 2, 2014

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: Jonathan Harris
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

A handwritten signature in black ink, appearing to read "BS", with a horizontal line extending to the right.

Brandi Steckel
Manager, Proposal Teams . 05/20/2014

CDW Government LLC
SUPPLIER

AUTHORIZED SIGNATURE

DATE

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: **JXH0002REBID**
ADDENDUM NO. 2
DATE OF ADDENDUM: **MAY 13, 2014**

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

- 1) The Bid Opening Date and time are hereby changed to:

Bid Due prior to 2:00 PM on May 21, 2014

Bid Opening Time and Date : 2:15 PM on May 21, 2014

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: *Jonathan Harris*
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

<u>CDW Government LLC</u>		<u>05/20/2014</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

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



TAB 2 – Required Forms

Please find the following required forms following this page.

- Section 0600: Bid Sheet (Signed)
- Section 0605: Local Business Presence Identification
- Section 0700: Reference Sheet
- Section 0835: Non-Resident Bidder Provisions

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: CDW Government LLC

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Brandi Steckel

Title: Manager, Proposal Teams

Signature of Officer or Authorized Representative: BS

Date: 05/20/2014

Email Address: branste@cdwg.com

Phone Number : 847.371.7104

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

***USE ADDITIONAL PAGES AS NECESSARY* OFFEROR:**

CDW•G does not qualify for the local business presence as our Texas branch office is in Houston.

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): CDW•G is not utilizing any subcontractors for this opportunity.

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

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name CDW Government LLC

1. Company's Name West I-10 Fire Department
Name and Title of Contact Jay Ostertag, IT Manager
Present Address 21388 Provincial Blvd.
City, State, Zip Code Katy, TX 77450
Telephone Number (281) 853-7915 Fax Number _____
Email Address jostertag@westi-10fd.org

2. Company's Name Central Texas Workforce Board
Name and Title of Contact Terry Gearhart, Information Systems Manager
Present Address 300 Cheyenne Dr.
City, State, Zip Code Killeen, TX 76542
Telephone Number (254) 200-2203 Fax Number (____) _____
Email Address terryg@workforcelink.com

3. Company's Name Hunt County
Name and Title of Contact Mike Davis
Present Address 2507 Lee Street
City, State, Zip Code Greenville, TX 75401
Telephone Number (903) 408-4247 Fax Number (____) _____
Email Address mdavis@huntcounty.net

4. Company's Name City of Irving
Name and Title of Contact Chandler Merritt, Operations Manager
Present Address 825 W Irving Blvd.
City, State, Zip Code Irving, TX 75060
Telephone Number (972) 721-3786 Fax Number ()
Email Address cmerritt@cityofirving.org

5. Company's Name Workforce Solutions Mcallen
Name and Title of Contact Frank Mata, Director of IT
Present Address 3101 W US Highway 83
City, State, Zip Code Mcallen, TX 78501
Telephone Number (956) 928-5029 Fax Number ()
Email Address frank@wfsolutions.org

Section 0835: Non-Resident Bidder Provisions

Company Name CDW Government LLC

- 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: Non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle 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 id 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: No 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: _____



TAB 3 – Professional References

As requested, please find three professional references from the following suppliers:

- Edge Memory
- EMC
- Startech.com



May 19, 2014

Bethany Gorman
EDGE Memory
828 New Meister Lane, #300
Pflugerville, Texas 78660

Subject: Professional Reference for CDW Government LLC

I will serve as a professional reference for CDW Government LLC (CDW•G) on behalf of EDGE Memory. Our companies have worked together for the past twelve plus years, and I have personally worked with representatives from CDW•G for five years. CDW•G is a Gold partner, in good standing with EDGE Memory.

Please feel free to contact me at 847.217.9127 or bgorman@edgememory.com.

Sincerely,

Bethany Gorman
Sr. Account Manager

May 19, 2014

Jonathan Harris
City of Austin, Purchasing Office
Municipal Building
124 W. 8th Street, Rm 308
Austin, Texas 78701

Subject: Professional Reference for CDW Government LLC

I will serve as a professional reference for CDW Government LLC (CDW•G) on behalf of EMC. Our companies have worked together for the past 10+ years, and I have personally worked with representatives from CDW•G for 4 years. CDW•G is a Diamond partner, in good standing with EMC. CDW was EMC partner of the year in 2013 for FED and mid-market and #1 rev partner for VCE.

If you need more awards please let me know!

Please feel free to contact me at 952-334-6848 or Jordan.Weber@emc.com.

Sincerely,

Jordan Weber
EMC – NAM CDW-G SLED



May 19, 2014

Al DiGiovanni
Startech.com
45 Artisans Crescent
London, ON Canada N5V 5E9

Subject: Professional Reference for CDW Government LLC

I will serve as a professional reference for CDW Government LLC (CDW•G) on behalf of Startech.com. Our companies have worked together for the past 15 years, and I have personally worked with representatives from CDW•G for 9 years. CDW•G is a Gold partner, in good standing with Startech.com .

Please feel free to contact me at 312.649.9443 or al.digiovanni@startech.com.

Sincerely,

Al DiGiovanni
Channel Sales



TAB 4 – Bid Sheet Pricing (Signed)

Please see CDW•G's pricing on the bid sheets following this page.

CITY OF AUSTIN
WIRELESS COMMUNICATION SERVICES DEPARTMENT
BID SHEET

OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

IFB No: JXH0002 REBID

DATE: May 13th, 2014

BUYER: Jonathan Harris

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Listed is a sampling of the most commonly ordered items by Manufacturer. This list does not include all the equipment items that the City may require. A price list and discount or markup from Manufacturer's Suggested Retail Price (MSRP) must be quoted for the entire catalog. In order to be considered responsive, Vendor must bid all items listed in a

M	City Item No.	ITEM DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	PRICE
1	IMTOMG2031-02	onBoard Mobile Gateway 2031	22	EA	\$ 2107.20	\$ 46,358.40
2	IMTCAB002	Power: AC Power Adapter	4	EA	62.40	249.60
3	IMTMIS012	onBoard Asset Manager Wi-Fi Asset Tags (T)	7	EA	76.80	537.60
4	IMTMIS035	onBoard Asset Manager Wi-Fi Asset Tags (T2s)	7	EA	76.80	537.60
5	IMTMIS013	onBoard Asset Manager Wi-Fi Asset Tags (T3)	7	EA	86.40	604.80
6	IMTMIS014	onBoard Asset Manager Wi-Fi Asset Tags with temperature sensor (T5a)	7	EA	81.60	571.20
7	IMTSUP101512F	onBoard Mobile Gateway Platinum Support w/ Hosted oMM Access - First Year Upgrade	5	EA	198.72	198.72
8	IMTSUP101512	onBoard Mobile Gateway Platinum Support w/ Hosted oMM Access - One Year	78	EA	239.04	18645.12
9	IMTSUP101524	onBoard Mobile Gateway Platinum Support - Two Years w/ Hosted oMM	1	EA	353.28	353.28

CITY OF AUSTIN

WIRELESS COMMUNICATION SERVICES
DEPARTMENT BID SHEET

OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

10	IMTSUP101536	onBoard Mobile Gateway Platinum Support - Three Years w/ Hosted oMM	1	EA	517.44	517.44
11	IMTSER516	Professional Services (per day)	1	EA	1920.00	1920.00
12	IMTFRE001	Freight Air Express Service - oMG per unit	1	EA	48.00	48.00
13	IMTFRE004	Freight Air Express Service - Miscellaneous	1	EA	24.00	24.00
14	N/A	Cost, if any, for evaluation and return of non-repairable items, per Scope of Work, part 4.12	22	EA	n/A	N/A
15	IMTGWO026	EMS software agents - Factory Option	22	EA	96.00	2112.00
16	IMTGWO017	AT&T 4G LTE/3G radio module - Factory Option	22	EA	192.00	4224.00
17	IMTGW xxxx	Verizon 4G LTE/3G radio module - Factory Option	12	EA	2299.20	27590.40
18	IMTCAB026	Antenna Adapter: Sierra Wireless AC402, 503, 890 for oMG 20x0 series	20	EA	19.20	384.00
19	IMTGW xxxx	onBoard Mobile Gateway 2031 DC Power Cable.	3	EA	33.60	100.80
20	IMTGW xxxx	onBoard Mobile Gateway 2031 Recovery Flash Drive (with Updates)	3	EA	38.40	115.20
DISCOUNT OR MARK-UP FROM MSRP FOR ALL OTHER ITEMS NOT LISTED <u>4</u> %			Indicate if percentage is: X Discount o Mark-up		BID TOTAL	\$105,092.16

CITY OF AUSTIN
WIRELESS COMMUNICATION SERVICES DEPARTMENT
BID SHEET

OEM PARTS, REPAIR SERVICES FOR INMOTION VEHICLE ROUTER & ACCESSORIES ANNUAL PRICE AGREEMENT

Note: Bid Total is for evaluation purposes only

DELIVERY METHOD: UPS/FedEx Ground standard delivery

COMPANY NAME: CDW Government LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Brandi Steckel, Manager, Proposal Teams

EMAIL ADDRESS: branste@cdwg.com



TAB 5 – MSRP Price List – In Motion

As requested, we have included two sets of MSRP lists from In Motion.

Prepared Date: May 19, 2014**Prepared by:** Tanya Morrison
tanya.morrison@inmotiontechnology.com
(480) 231-6607**Bill To:**CDW-G
120 S. Riverside
Chicago Illinois 60606
United States**Ship To:**

CDW-G

Customer Reference Number**Quote Date**

May 19, 2014

Valid Until

Jun 18, 2015

SKU	Item	Quantity	Unit Price	Discount	Total Price
1	IMTOMG2031-02 oMG 2031 (AT&T 3G/4G LTE)	1.00	\$2,195.00	--	\$2,195.00
2	IMTCAB002 AC Power Cable	1.00	\$65.00	--	\$65.00
3	IMTMIS012 Asset Manager Wi-Fi Asset Tags (T)	1.00	\$80.00	--	\$80.00
4	IMTMIS035 Asset Manager Wi-Fi Asset Tags (T2s)	1.00	\$80.00	--	\$80.00
5	IMTMIS013 Asset Manager Wi-Fi Asset Tags (T3)	1.00	\$90.00	--	\$90.00
6	IMTMIS014 Asset Manager Wi-Fi Asset Tags with temperature sensor (T5a)	1.00	\$85.00	--	\$85.00
7	IMTSUP101512F oMG Platinum Support w/ Hosted oMM - Annual - Incl. First Year Upgrade -	1.00	\$207.00	--	\$207.00
8	IMTSUP101512 oMG Platinum Support w/ Hosted oMM Access - 1 year	1.00	\$249.00	--	\$249.00
9	IMTSUP101524 oMG Platinum Support w/ Hosted oMM - 2 years	1.00	\$485.00	--	\$485.00
10	IMTSUP101536 oMG Platinum Support w/ Hosted oMM - 3 years	1.00	\$710.00	--	\$710.00
11	IMTSER516 Professional Services	1.00	\$2,000.00	--	\$2,000.00
12	IMTFRE001 Freight Air Express Service - oMG per unit	1.00	\$50.00	--	\$50.00
13	IMTFRE004 Freight Air Express Service - Miscellaneous	1.00	\$25.00	--	\$25.00
14	IMTGWO026 EMS software agents - Factory Option	1.00	\$100.00	--	\$100.00
15	IMTCAB026 Sierra Wireless AC402, 503, 890 antenna adapter (oMG2xxx)	1.00	\$20.00	--	\$20.00
16	IMTCAB001 DC Power Cable	1.00	\$40.00	--	\$40.00

Grand Total USD 6,481.00

Prepared Date: May 19, 2014**Prepared by:** Tanya Morrison
tanya.morrison@inmotiontechnology.com
(480) 231-6607**Quote Message:****Terms and Conditions:**

1. This Quotation does not include any applicable taxes. Customer accepts responsibility for remitting any additional provincial, state, or federal sales, use, excise, or services tax that may apply to this transaction in accordance with appropriate laws. If the transaction is exempt from such taxes, Customer will provide an Exemption Certificate or other required documentation to In Motion.
2. By (a) remitting a purchase order ("PO") to In Motion Technology Inc. ("In Motion") for purchase of In Motion's products or services, (b) placing an order for In Motion's products or services through any manner whatsoever (including by email, fax, or telephone), or (c) by signing at the bottom of this document (this "Quotation") and submitting it to In Motion, the customer ("Customer") hereby accepts and agrees to: (i) In Motion's Standard Terms and Conditions of Sale (www.inmotiontechnology.com/termsandconditionsofsale/); (ii) In Motion's Standard One Year Limited Warranty (www.inmotiontechnology.com/warranty/); (iii) In Motion's Software License Agreement (www.inmotiontechnology.com/software-license-agreement/); and (iv) where applicable In Motion's Extended Support Terms as specified above in this Quotation (collectively, the "Terms and Conditions") all as attached to this Quotation or otherwise available on In Motion's website. Customer hereby acknowledges and agrees that the Terms and Conditions will govern Customer's purchase of In Motion's products or services.
3. In order to benefit from the pricing set forth in this Quotation, Customer will remit a PO referencing this Quotation via fax to 604-648-9629 or via e-mail to orders@inmotiontechnology.com. The remitted PO will be confirmed by In Motion within 3 business days of receipt.
4. Payment Terms: Net 30 days on credit approval. 1.5% per month interest will be charged on past due amounts. Payment accepted by VISA or bank transfer, except as otherwise specified in the Terms and Conditions.
5. Standard delivery of purchased products will be within 8 weeks of PO subject to stock availability. This may be expedited for Customer as required for additional fees. Actual shipping date will be confirmed by In Motion when complete.
6. Customer is responsible for shipping charges. In Motion ships via UPS overnight or via customer's preferred freight company using customer's account number.
7. Customer's PO is subject to after-sales warranty obligations which may require In Motion to troubleshoot, test, and/or train the customer on use and applications of its products as set forth in the Terms and Conditions.
8. To the extent there are any inconsistencies between the Customer's PO and the Terms and Conditions, the Terms and Conditions will govern.
9. For orders over \$100,000, In Motion may require and Customer will agree to 30% of the order amount as a deposit. This deposit will be held as a retainer against the final delivery of product and/or professional services.
10. With respect to Customer's purchase of In Motion products and services as specified in a PO or this Quotation, In Motion is not liable for any amounts greater than those received by it under the PO or this Quotation or otherwise in accordance with the Terms and Conditions.

Prepared Date: May 19, 2014**Prepared by:** Tanya Morrison
tanya.morrison@inmotiontechnology.com
(480) 231-6607**Bill To:**CDW-G
120 S. Riverside
Chicago Illinois 60606
United States**Ship To:**

CDW-G

Customer Reference Number**Quote Date**

May 19, 2014

Valid Until

Jun 18, 2015

SKU	Item	Quantity	Unit Price	Discount	Total Price
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6	IMTMIS014 Asset Manager Wi-Fi Asset Tags with temperature sensor (T5a)	1.00	\$85.00	--	\$85.00
7	IMTSUP101512F oMG Platinum Support w/ Hosted oMM - Annual - Incl. First Year Upgrade -	1.00	\$207.00	--	\$207.00
8	IMTSUP101512 oMG Platinum Support w/ Hosted oMM Access - 1 year	1.00	\$249.00	--	\$249.00
9	IMTSUP101524 oMG Platinum Support w/ Hosted oMM - 2 years	1.00	\$485.00	--	\$485.00
10	IMTSUP101536 oMG Platinum Support w/ Hosted oMM - 3 years	1.00	\$710.00	--	\$710.00
11	IMTSER516 Professional Services	1.00	\$2,000.00	--	\$2,000.00
12	IMTFRE001 Freight Air Express Service - oMG per unit	1.00	\$50.00	--	\$50.00
13	IMTFRE004 Freight Air Express Service - Miscellaneous	1.00	\$25.00	--	\$25.00
14	IMTGWO026 EMS software agents - Factory Option	1.00	\$100.00	--	\$100.00
15	IMTCAB026 Sierra Wireless AC402, 503, 890 antenna adapter (oMG2xxx)	1.00	\$20.00	--	\$20.00
16	IMTCAB001 DC Power Cable	1.00	\$40.00	--	\$40.00

Grand Total USD 6,481.00

Prepared Date: May 19, 2014**Prepared by:** Tanya Morrison
tanya.morrison@inmotiontechnology.com
(480) 231-6607**Quote Message:****Terms and Conditions:**

1. This Quotation does not include any applicable taxes. Customer accepts responsibility for remitting any additional provincial, state, or federal sales, use, excise, or services tax that may apply to this transaction in accordance with appropriate laws. If the transaction is exempt from such taxes, Customer will provide an Exemption Certificate or other required documentation to In Motion.
2. By (a) remitting a purchase order ("PO") to In Motion Technology Inc. ("In Motion") for purchase of In Motion's products or services, (b) placing an order for In Motion's products or services through any manner whatsoever (including by email, fax, or telephone), or (c) by signing at the bottom of this document (this "Quotation") and submitting it to In Motion, the customer ("Customer") hereby accepts and agrees to: (i) In Motion's Standard Terms and Conditions of Sale (www.inmotiontechnology.com/termsandconditionsofsale/); (ii) In Motion's Standard One Year Limited Warranty (www.inmotiontechnology.com/warranty/); (iii) In Motion's Software License Agreement (www.inmotiontechnology.com/software-license-agreement/); and (iv) where applicable In Motion's Extended Support Terms as specified above in this Quotation (collectively, the "Terms and Conditions") all as attached to this Quotation or otherwise available on In Motion's website. Customer hereby acknowledges and agrees that the Terms and Conditions will govern Customer's purchase of In Motion's products or services.
3. In order to benefit from the pricing set forth in this Quotation, Customer will remit a PO referencing this Quotation via fax to 604-648-9629 or via e-mail to orders@inmotiontechnology.com. The remitted PO will be confirmed by In Motion within 3 business days of receipt.
4. Payment Terms: Net 30 days on credit approval. 1.5% per month interest will be charged on past due amounts. Payment accepted by VISA or bank transfer, except as otherwise specified in the Terms and Conditions.
5. Standard delivery of purchased products will be within 8 weeks of PO subject to stock availability. This may be expedited for Customer as required for additional fees. Actual shipping date will be confirmed by In Motion when complete.
6. Customer is responsible for shipping charges. In Motion ships via UPS overnight or via customer's preferred freight company using customer's account number.
7. Customer's PO is subject to after-sales warranty obligations which may require In Motion to troubleshoot, test, and/or train the customer on use and applications of its products as set forth in the Terms and Conditions.
8. To the extent there are any inconsistencies between the Customer's PO and the Terms and Conditions, the Terms and Conditions will govern.
9. For orders over \$100,000, In Motion may require and Customer will agree to 30% of the order amount as a deposit. This deposit will be held as a retainer against the final delivery of product and/or professional services.
10. With respect to Customer's purchase of In Motion products and services as specified in a PO or this Quotation, In Motion is not liable for any amounts greater than those received by it under the PO or this Quotation or otherwise in accordance with the Terms and Conditions.



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

FROM: Jonathan Harris, Senior Buyer Specialist

DATE: February 27, 2014

SUBJECT: Approval to use Zero Goals for Solicitation No. JXH0002
Project Name: OEM Parts, Repair, and Application Support for Inmotion Technology Vehicle Router
Commodity Code(s): 20367, 20464, 20811 and 95944
Estimated Value: \$80,000 annually

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

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This is substantially a commodity purchase without any potential subcontracting for the service portion as the repairs must be done by an Inmotion Authorized dealer for warranty coverage.

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) 974-1771

☒ 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: insufficient subcontracting opportunities.


Veronica Lara, Director

Date: 3/4/2014

cc: Lorena Resendez, DSMBR
Lynda Thorpe, Purchasing