

Price Agreement No.: C050079 Date Issued: December 16, 2004 CTM: ATTN: John Lacaria AE: ATTN: Peggy Buttler AWU: ATTN: Virginia Soto ABIA: ATTN: Valerie Slaughter ACCD: ATTN: Deborah Anderson FASD: Mary Ann Serrano, Cheryl Woods --Procurement Assistant Purchasing Office 20453, 2045373, 20454, 20460, 20477, 20767, 20775 Computer Hardware through DIR Not to Exceed \$ 7,028,067.00 Net 30 Destination December 16, 2004 through October 15, 2005 One 12-month extensions Various Vendors through the Texas Department of Information Resources

Various Vendors through the Texas Department of Information Resources DEP7020655 1 See attached list

Jauren McKeon

12/17/2004

Date

Maureen McKeon, Supervisor Purchasing Office, (512) 974-2001 FSD- Purchasing Office

C050079 RX 560IS002441 MM04100005 47 12/16/2004

City of Austin, Texas

Purchasing Office

Distribution:

Distribution, Others

Contracting Agency:

CSN/SCC, Commodity Code No.:

Commodity/Service:

Estimated Dollar Value:

Cash Payment Terms:

F.O.B. Point:

Contract Period:

Extension Options:

Source, Address, Phone and Vendor Number:

Buyer Name and Signature:

Reference File Requisition No(s). Tracking No(s). Agenda Item No.: Agenda Date



INSTRUCTIONS AND SUPPLEMENTAL PROVISIONS / CLAUSES FOR PRICE AGREEMENT NOTICES

1.0 RELEASE OR ORDERING METHOD:

User department shall use the Purchase Release (PG) (form FIN9059) in releasing against and payment for goods or services covered by this Agreement. Refer to LGFS Procedures Manual, AP-05 for details. When giving a "verbal" release, provide the Supplier the Purchase Release (PG) number and assigned Price Agreement number and request that such numbers be included on his invoice. Also, require supplier to indicate name of user department on all supplier documents.

2.0 <u>INVOICING AND PAYMENT:</u>

Purchase Releases. The Supplier shall furnish the user Department a copy of invoice. The Purchase Release (PG) shall then be processed in accordance with AP-07, Processing Payments forwarded to Accounts Payable within two (2) working days after user receipt of invoice.

3.0 <u>TIMELY DELIVERY:</u>

Orders for delivery shall be placed with the supplier by the user department or Purchasing Office. Supplier shall make delivery of the units or services requested in the time specified in the terms of the contract. If the order for delivery is not met, the user department is to contact the applicable buyer by memorandum for disposition, citing details and forward a copy of the Purchase Release transmitted to the Supplier.

4.0 UNSATISFACTORY PERFORMANCE:

Departments incurring consistent unsatisfactory performance under an Agreement shall notify the appropriate Buyer in writing, outling all the facts in such cases. Only by such notice can the Buyer remedy unsatisfactory performance.

5.0 MATERIAL DISCREPANCY RESOLUTION AND REPORTING:

The user department by this Notice is hereby delegated responsibility and authority to administer the resolution of significant material discrepancies as may be encountered. Reference Procedure P-8.3, Receiving and Inspecting Materials. Two copies of completed form PSD 5186, Material Discrepancy Report are to be forwarded to the affected Buyer.

6.0 <u>CHANGES TO AGREEMENT:</u>

Any and all changes to this Agreement are subject to review and advance approval of the Purchasing Office prior to any commitments including, but not necessarily limited to the addition of associated equipment, scope of work, increased services, upgrading, exercising of extensions or price changes. The user department shall institute no changes without the prior written approval of the Purchasing Office.

7.0 <u>CONTRACT ADMINISTRATION:</u>

Administration of this contract for the City shall be the responsibility of the Contract Administrator; Purchasing's involvement with the source shall occur only on a exception basis as may become necessary.

The Requisitioner shall be the Contract Administrator unless Purchasing is notified otherwise by the user department.



(If applicable, the Contract Administrator shall establish milestones enabling him to determine if the source is working on schedule.)

All communications between the Contract Administrator and the source shall be in writing with a copy sent to the Purchasing Office.

If substandard performance should occur (or milestones are not met) the source shall be advised in writing to correct the problem; a copy of this communication shall be sent to the Purchasing Office.

Should substandard performance not be corrected within a reasonable amount of time after the source has been made aware of the problem, the Contract Administrator shall withhold payment and advise the Purchasing Office of the situation.

Attachment A- Vendor List

| Brand | Type of Hardware | Current Vendors |
|---------------------------|--|--|
| APC | Uninterruptible Power Supply (UPS) | Analytical |
| Dell | Desktop, Servers, Laptops, SAN systems Monitors, Printers, Projectors, Scanners, KVM | Austin Ribbon & Computer Commonwealth Computer Dell QA Systems SHI-Govt Solutions Vintage IT Services xNet Systems |
| ΗP | Printers, Plotters, Projectors, Scanners | Amherst Computer Products Analytical Austin Ribbon & Computer CDW Government Comnet Systems Hewlett Packard (WSCA) Micro System Enterprises Pante Technology SHI-Govt Solutions US Tech |
| | | ValCom Computer Center West Technology |
| IBM | Servers, Data Storage | IBM QA Systems Vintage IT Services |
| Motion Computing | Tablets | Austin Ribbon and Computer SHI-Govt Solutions |
| Toshiba Various Brands | Ruggedized laptops | Analytical |
| | Projectors | Analytical Austin Ribbon and Computer Dell QA Systems SHI-Govt Solutions Vintage IT Services |
| | Scanners | xNet Systems Analytical Austin Ribbon & Computer CDW Government Comnet Systems Pante Technology SHI-Govt Solutions |

West Technology