SERIAL 06146 IGA PANASONIC RUGGEDIZED LAPTOPS

DATE OF LAST REVISION: December 09, 2008 CONTRACT END DATE: December 06, 2009

CONTRACT PERIOD BEGINNING NOVEMBER 01, 2006
ENDING DECEMBER 06, ~~2007~~ ~~2008~~ 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PANASONIC RUGGEDIZED LAPTOPS**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Scottsdale Contract 05PB050. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2045401.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

October 17, 2006

Mr. Dan Allen
Portable Computer Systems, Inc.
3638 E. Southern Ave., Ste. #5
Phoenix, AZ 85040

Re: Contract #05PB050
Ruggedized Panasonic Laptop

Dear Mr. Allen:

Pursuant to your email of October 16, 2006 and the contract terms and conditions, the City of Scottsdale hereby extends contract #05PB050 for a period of one (1) year. All terms; conditions and pricing shall remain the same with the exception of the following:

> The City will allow your request to change the discount structure to twenty-two percent (22%) off list price on all Panasonic Toughbooks.

The new term of extension shall be from December 7, 2006, through December 6, 2007. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please let me know.

Sincerely,

Bob Huston
Bid & Contract Specialist
City of Scottsdale
9191 E. San Salvador Dr.
Scottsdale, AZ. 85258
Phone: (480) 312-5719
Fax: (480) 312-5701
Email: bhuston@scottsdaleaz.gov

06146-1GA
Panasonic Ruggedized Laptops

portablecomputersystems

totally mobile

Dan Allen
Portable Computer Systems Inc.
3638 E. Southern Ave, Suite 5
Phoenix, AZ 85040
October 16, 2006

Rich Peterson
Technology Resource Coordinator
City of Scottsdale
9065 E. Via Linda
Scottsdale, AZ 85258

Dear Rich:

This letter is in response to the request for agreement with the extension of contract #05PB050 with the City of Scottsdale. While we are agreement with the current terms and conditions, we do ask for a 2% decrease in the discount level offered to the City of Scottsdale from the current 24% off list price to 22% off list price on all Panasonic Toughbooks. We have never asked for the decrease in discount level in the 2 years of doing business with the City. The discount level for accessories would stay the same at 18%. We ask for this because of cost changes from Panasonic that has increased our cost of doing business with Panasonic and our overall increase of product costs from Panasonic.

All other terms and conditions we agree to and would stay the same for the next year of the contract.

Sincerely,

Dan Allen
Regional Sales Manager

Signature _____ Date 10/16/06

Purchasing

9191 E. San Salvador
Scottsdale, AZ 85258

December 7, 2004

Portable Computers System
2338 S. McClintock Dr.
Tempe, AZ 85282

NOTICE OF AWARD

1. This is to notify you that on December 6, 2004, the Purchasing Director awarded Bid No. 05PB050 to your company.

2. This notification constitutes an acceptance of your offer to provide the materials listed in the bid at the prices quoted. All terms and conditions of the Bid shall apply.

3. The term of this agreement shall be for a period of one (1) year.

4. The agreement shall be administered for the City by a Contract Administrator. The Contract Administrator for the City shall be Jennifer Jensen.

5. Detailed invoices including the Bid No. and valid Purchase Order number must be submitted to the Accounts Payable Section for review and approval before payment can be made.

6. This agreement may be canceled for convenience or cause if in the judgment of the City's Agents, the Contractor fails to comply with the intent or terms and conditions of the Agreement.

7. You are required by the Terms and Conditions of this Bid to return an acknowledged copy of this Notice of Award and complete and return the I.R.S. W-9 form, within ten (10) days from the date of this Notice.

8. If you fail to furnish the documents required in Item #7 within ten (10) days from the date of this Notice, the City will consider this as a default and the City will be entitled to such other rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to the attention of Shirley Irwin, Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

Dory Borlongan
Bid & Contract Specialist

ACKNOWLEDGED:

Signature

Inside Sales Manager
Title

PCS, Inc
Company Name

12/13/04
Date

INVITATION FOR BID

PANASONIC RUGGEDIZED LAPTOP

IFB # 05PB050

PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258

INVITATION FOR BID # 05PB050

PANASONIC RUGGEDIZED LAPTOP

The City of Scottsdale invites sealed bids for the purchase of Panasonic Ruggedized Laptop Computers for the Scottsdale Police Department and Information System. The resultant contract will also allow other City departments to use for future purchases.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code, incorporated herein by this reference. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are available for sale to the Public at a fee of $10.00 each at the Purchasing Office.

The City of Scottsdale reserves the right to reject, any one or, all Bids received.

The Purchasing Director will award the Bid and this decision will be final.

BID OPENING

SEALED BIDS ARE TO BE DELIVERED BY THE BIDDERS TO THE PURCHASING OFFICE, 2ND FLOOR, 9191 E. SAN SALVADOR DR., SCOTTSDALE, AZ. **ALL BID SUBMITTALS MUST BE RECEIVED AT PURCHASING'S FRONT DESK WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED PRIOR TO THE BID OPENING**. BIDS WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT 2:00 P.M., LOCAL TIME, NOVEMBER 16, 2004. LATE SUBMITTALS WILL NOT BE ACCEPTED.

Dory Borlongan
Bid & Contract Specialist

Shii
10/15/2004 6:44 AM

[redacted]

[redacted]

INVITATION FOR BID # 05PB050

INSTRUCTIONS TO BIDDERS

INFORMATION REQUESTS

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE INSTRUCTIONS OR GENERAL CONDITIONS OF THIS BID SHOULD BE DIRECTED TO:

Dory Borlongan, 480-312-5717, dborlongan@scottsdaleaz.gov

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO SPECIFICATIONS SHOULD BE DIRECTED TO:

Jennifer Jensen, 480-312-4137

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at www.scottsdaleaz.gov/Vendors/default.asp

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities every Tuesday and Thursday – www.scottsdaleaz.gov

ORAL INSTRUCTION - INTERPRETATION

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR BIDS BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. BIDS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

BID SUBMITTAL

All Bids must be submitted on the enclosed Invitation for Bid documents. Bids accepted by the City in writing constitute a legally binding contract. In addition the successful Bidder shall be required to sign one of the City of Scottsdale's applicable contracts.

The Bid Form page must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Bids must be presented sealed in an envelope. Bidders must enter their company name and Invitation for Bid number in the upper left corner of the envelope.

Bids must be delivered to the Purchasing Office, 2nd Floor, 9191 E. San Salvador Dr., Scottsdale, AZ.

FEDERAL EXCISE TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Program on request.

TOTAL BID COST

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The Total Bid Cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

ADDENDA

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged by all bidders in one of the following manners:

1. Copies of all addenda must be attached to the bid return.

   OR

2. The appropriate addenda acknowledgment section on the Bid Form must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a bid being rejected as non-responsive.

ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

AWARD/REJECTION OF BIDS

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

The Purchasing Director reserves the right, as the interest of the City requires, to reject any or all bids, to waive any minor informality in bids received, to reject any unapproved alternate(s) bid and reserves the right to reject the bid of any bidder who has previously failed to perform competently in any contract with the City.

RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

CONTRACT ADMINISTRATOR AND DUTIES

The Contract Administrator for the City will be Jennifer Jensen or designee. The Contract Administrator will audit the billings, approve payments, establish delivery schedules, approve addenda to the Contract and generally be responsible for overseeing the execution of the Contract.

CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The city is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below.

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD
SCOTTSDALE, ARIZONA 85251-4468

INVITATION FOR BID #06PB050

RUGGEDIZED COMPUTERS
SPECIFICATIONS

Product description of Panasonic Ruggedized Laptop:

CF-29ENPNXKM
Pentium M 1.3G LV(Centrino)
13.3" Transmissive Touch XGA
512MB,60GB,WLAN, 802.11b+g
HDD/Battery door with security screws
Wireless ready
Dual pass through
Backlit keyboard
WinXP.

FUTURE PURCHASES (Components, Accessories, etc.):

Currently, the Scottsdale Police Department has a requirement of 115 units that will be purchased upon award of this contract. In an effort to satisfy future purchases, the City must require bidders to submit additional pricing agreement for accessories and supplemental units to be used by other departments at later dates. This can be accomplished when bidders submit catalog (s) or manufacturer's price list with their bid, plainly annotating **discount percentage** off the list price bidders are willing to offer the City.

INVITATION FOR BID #05PB050

PANASONIC RUGGEDIZED LAPTOP
BID FORM

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE EXCLUDING TAX	TOTAL BID COST EXCLUDING TAX
115	CF-29ENPNXKM	Pentium M 1.3G LV(Centrino) 13.3" Transmissive Touch XGA 512MB,60GB,WLAN, 802.11b+g HDD/Battery door with security screws Wireless ready Dual pass through Backlit keyboard WinXP.	$4247.40	$488,451.00
			TOTAL BID COST EXCLUDING TAX	$
SALES TAX RATE_____%				

INVITATION FOR BID #05PB050
PANASONIC RUGGEDIZED LAPTOP
ADDITIONAL PRICING

Items	Catalog		Manufacturers Price List		Other Pricing List	
	Effective Dates	Discount %	Effective Dates	Discount %	Effective Dates	Discount %
Additional Units			12/1/04 - 12/31/05	24%		
Accessories			12/1/04 - 12/31/05	18%		