

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** FIRE

**AGENDA DATE:** MARCH 24, 2009

**CONTACT PERSON/PHONE:** DONALD J. MARRON 771-1004 FIRE

**DISTRICT(S) AFFECTED:** ALL  
TERRENCE FREIBURG, PURCHASING MANAGER, 541-4313

**SUBJECT:**

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

**That the Purchasing Manager be authorized to issue a Purchase Order(s) to Portable Computers Systems, Inc. in the amount of \$172,710.00 a State Department of Information Resources (DIR) contractor under DIR State Contract DIR-SDD-518 for Computers and Equipment products.**

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

**45 Panasonic Tough Books Mobile Computers are being ordered to replace old units on 45 fire fire trucks. Installation will occur in April and May 2009. Funds were provided by FEMA through the Assistance to Firefighter Grant Program. This new equipment will enhance data collection for fire and medical mandatory reports.**

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

N/A.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**Funds available in: 22150024-508035-07188 Grant G220902. Fire Departments Grants, Communications Equipment, Asst. to FF-Equipment.**

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Donald J. Marron

(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

FINANCIAL SERVICES, PURCHASING DIVISION

DATE: March 6, 2009  
TO: Municipal Clerk  
FROM: Terrence Freiburg



Ray Heredia



FINANCIAL SERVICES,  
PURCHASING DIVISION

PROCUREMENT ANALYST

Please place the following item on the Consent Agenda for the Council Meeting of March 24, 2009.

Item should read as follows: That the Purchasing Manager be authorized to issue a Purchase Order(s) to Portable Computers Systems, Inc. in the amount of \$172,710.00 a State Department of Information Resources (DIR) contractor under DIR State Contract DIR-SDD-518 for Computers and Equipment products. Participation by the City of El Paso in the DIR Program was approved by Mayor and Council on February 27, 2007.

Award amount is \$172,710.00

Funds available in: 22150024-508035-07188 Grant G220902. Fire Departments Grants, Communications Equipment, Asst. to FF-Equipment.

Department: Fire

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
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City Clerk's Use

ITEM NO. \_\_\_\_\_

*Dedicated to Outstanding Customer Service for a Better Community*

**S E R V I C E   S O L U T I O N S   S U C C E S S**



To: Terrence Freiburg, Purchasing Manager  
Ed Hyatt, Administrative Analyst

From: Donald J. Marron Fire *DJM*

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

Date: March 06, 2009

Re: Texas Department of Information Resources, Contract DIR-SDD-XXX

Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susannah M. Byr

District 3  
Emma Acosta

District 4  
Melina Castro

District 5  
Rachel Quintana

District 6  
Eddie Holguin Jr.

District 7  
Steve Ortega

District 8  
Beto O'Rourke

City Manager  
Joyce A. Wilson

The Fire Department recommends purchasing the 45 Panasonic Tough-books that will enhance data collection of emergency incidents. The purpose of this hardware purchase is to increase data collection that aids the EMS billing system and also provides for timely emergency incidents reports

1. *Is there an urgent need for the product/service? In other words, is time of the essence?*  
Yes, the Panasonic Tough-books are used for data collection. Information from them is used for EMS billing which generates revenue for the city.

2. *Does the purchase through the Program promote the standardization of equipment?*  
Yes we will have Panasonic equipment with warranty agreement.

3. *Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?*  
No. We don't have this equipment available locally.

4. *Do the available vendors have prior work experience and/or familiarity with the City?*  
Ycs. Portable Computer Systems has been doing business with the city for 10 years.

5. *Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?*  
The pricing is vcrly compctitive and assures that the city is getting best use of the FEMA grant dollar.

The participation by the City of El Paso in the Texas Department of Information Resources was approved by Mayor and City Council on February 27, 2007. The standard factors used to determine the use of a Cooperative Purchasing program were approved by City Council on June 24, 2008.



State of Texas  
Department of Information Resources  
Leadership for Texas Government Technology



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Ma](#)

### **DIR Store - Products and Services**

- [Buyer Alerts](#)
- [Overview](#)
- [Go DIRect Program](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

### **Related Information**

- [Contracting and Procurement Services Division](#)
- [Current Contracting Initiatives](#)

### **Search DIR**

Enter text here

[Advanced Search](#)

# Go Direct

## *for Panasonic, Xplore, and Intermec Ruggedized PCs and Related Services*

Portable Computer Systems, Inc. (PCS), Vendor ID 184-139-6969-400, provides Panasonic, Xplore, and Intermec ruggedized PCs and Related Services to Texas governmental and public educational entities at discounted prices through DIR's Go DIRect Program.

- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

### **How to Order**

- For product and pricing information, visit the [Portable Computer Systems \(PCS\) Web site](#). For additional information call the vendor representative at 877-995-9665.
- Generate a purchase order, made payable to **Portable Computer Systems, Inc. (PCS)**.  
**Note:** You must reference **Contract Number DIR-SDD-518** on your purchase order.
- Fax your purchase order to Portable Computer Systems at 71995-9935.

### **Contract Information**

To access PDF files, use the free [Adobe Acrobat Reader](#).

[Contract DIR-SDD-518, expires 05/13/2009 \(33 KB\)](#)  
[Appendix A, Standard Terms and Conditions \(165 KB\)](#)  
[Appendix B, HUB Subcontracting Plan \(83 KB\)](#)  
[Appendix C, Product and Pricing Index \(16 KB\)](#)  
[Amendment 1 \(28 KB\)](#)

### **Contacts**

**PCS Contact**

**Saul Delgado**

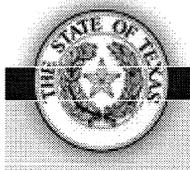
Phone: 877-995-9665

Fax: 713-995-9935

**DIR Contract Contact**

**Brian Bell**

Phone: 512-475-4903



**Department of Information Resources**

300 West 15th St., Suite 1300

Austin, TX 78701 ([Map & Directions](#))

1-512-475-4700

[Privacy & Security Policy](#) | [Accessibility](#) | [Open Records Policy](#)  
[Link Policy](#) | [Compact with Texas](#)  
[DIR Contacts](#) | [dirinfo@dir.state.tx.us](mailto:dirinfo@dir.state.tx.us)

Last updated

STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Portable Computer Systems, Inc.

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Portable Computer Systems, Inc. (hereinafter "Vendor"), with its principal place of business at 12851 West 43<sup>rd</sup> Drive, Unit 2, Golden Colorado 80403.

**B. Compliance with Procurement Laws**

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

**C. Order of Precedence**

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

**2. Term of Contract**

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

**3. Product and Service Offerings**

**A. Products**

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

**B. Services**

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

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

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

**B. Customer Discount**

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

**C. Customer Price**

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

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

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

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

**D. DIR Administrative Fee**

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

**E. Shipping and Handling Fees**

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

**F. Tax-Exempt**

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

**G. Travel Expense Reimbursement**

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

**H. Changes to Prices**

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

**5. DIR Administrative Fee**

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

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

Vendor Contract No. \_\_\_\_\_

**6. Notification**

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

If sent to the State:

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

If sent to the Vendor:

Saul Delgado  
Portable Computer Systems  
5659 Edith  
Houston, Texas 77801  
Phone: (877) 995-9665  
Facsimile: (713) 995-9935  
Email: sauld@portablecomputersystems.com

**7. Software License and Service Agreements**

**A. Shrink/Click-wrap License Agreement**

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

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

No exceptions.

Vendor Contract No. \_\_\_\_\_

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

**Portable Computer Systems, Inc.**

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

**Authorized By: Signature on File** \_\_\_\_\_

**Authorized By: Signature on File** \_\_\_\_\_

**Name: Martin J. Murphy** \_\_\_\_\_

**Name: Cindy Reed**

**Title: Vice-President** \_\_\_\_\_

**Title: Interim Director of Service Delivery**

**Date: 5/4/07** \_\_\_\_\_

**Date: 5/14/07** \_\_\_\_\_

**Legal: CK 5/11/07** \_\_\_\_\_