



**STATE OF ARKANSAS**  
**Department of Finance**  
**and Administration**

**OFFICE OF STATE PROCUREMENT**

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<http://www.arkansas.gov/dfa/procurement>

**NOTIFICATION OF STATEWIDE CONTRACT**

**CONTRACT TITLE:** Panasonic Solutions to include Toughbooks, Tablets, Accessories, and Associated Services

**CURRENT CONTRACT PERIOD:** July 26, 2014 through July 31, 2015

**BUYER INFORMATION:** Name: Julie Lombard  
 Phone: (501) 683-0084  
 Email address: paul.coulter@dfa.arkansas.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration if all renewal options exercised
	July 26, 2013 through July 31, 2014	07/31/2017

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the National IPA's website as follows:

[http://www.nationalipa.org/panasonic\\_documents.html](http://www.nationalipa.org/panasonic_documents.html)

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

AASIS CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION
4600030229	100185119	<b>Panasonic National Sales Management</b> Contact Name: Kay Steward E-Mail: <a href="mailto:kay.stewart@us.panasonic.com">kay.stewart@us.panasonic.com</a> Phone: 940-243-7225

AASIS CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION
4600030230	100093992	<b>RESELLER</b> <b>CDW-G</b> Contact Name: Wilson Garcia E-Mail: <a href="mailto:wilsgar@cdw.com">wilsgar@cdw.com</a> Phone: 312-705-3363
4600030231	100186900	<b>RESELLER</b> <b>PCS Mobile (formerly Portable Computer Solutions)</b> Contact Name: Kathy Pakkebier E-Mail: <a href="mailto:kathyp@portablecomputersystems.com">kathyp@portablecomputersystems.com</a> Phone: 303-346-2487
4600030232	100187735	<b>RESELLER</b> <b>Turn-Key Mobile, Inc</b> Contact Name: Mike Southard, President E-Mail: <a href="mailto:mike@turnkeymobile.com">mike@turnkeymobile.com</a> Phone: 573-893-9888
4600030668	100205545	<b>RESELLER</b> <b>GovDirect</b> Contact Name: Danielle Zoz E-Mail: <a href="mailto:dzoz@govdirect.com">dzoz@govdirect.com</a> Phone: 402-323-4852

## SUMMARY of CONTRACT INFORMATION

*For a complete copy of the contract, please go to the following web site:*

[http://www.nationalipa.org/panasonic\\_documents.html](http://www.nationalipa.org/panasonic_documents.html)

**Scope:** The Participating Addendum covers the Panasonic Solutions, Contract # 120471, available through National IPA, for use by State agencies and other entities located in the State of Arkansas authorized by Arkansas State statutes to utilize State contracts. The contractor(s) shall provide the Panasonic products and services as indicated in the City of Tucson's contract found at the above referenced website concerning contract number 120471 as modified by this State of Arkansas Participating Addendum. All references to the City of Tucson ("City"), in the contract 120471 documentation, including references to State of Arizona law, shall be deemed to refer to the State of Arkansas with the exception of information specific to the City and the State of Arizona such as background information, statistical/factual information, etc.

## BACKGROUND

The City, as the Principal Procurement Agency, as defined in Attachment I, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment I). The City, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

**SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase complete and comprehensive Panasonic public safety solutions including but not limited to the following:

- a. Toughbooks line including
  - i. Fully-rugged
  - ii. vehicle mounted rugged
  - iii. semi-rugged
  - iv. business rugged
- b. Accessories including but not limited to vehicle mounts, desktop replicators, batteries, battery chargers, memory cards, external drives, extended warranties, etc.
- c. Ancillary Products and Services – It is recognized that there may be ancillary products and services, not offered by Panasonic, that complement the Toughbook and Arbitrator product lines, such as vehicle mounts, antennas, etc. that may be purchased under this contract. The purchase of the ancillary products and services must be associated to a Panasonic product line.
- d. Panasonic professional displays including LCD and plasma displays.
- e. Panasonic professional audio visual including professional cameras.
- f. Panasonic video conferencing products.

Pricing shall be provided in the format of a discount off Panasonic's Suggested Retail Price (SRP). Because the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 60 days of End Of Life on all models.

**ASSOCIATED SERVICES:** Offerors shall provide services, such as financing or leasing, consulting (i.e. public safety equipment needs assessment, grant assessment and writing, etc.), repair services, installation, imaging, protection plus, extended warranties, extended warranties for batteries, and other applicable services.

**DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

**FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

**RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Paragraph 40 of the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

**TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

**PRICING:** Pricing may be found at the following website:

[http://www.nationalipa.org/panasonic\\_documents.html](http://www.nationalipa.org/panasonic_documents.html)

The State of Arkansas, Department of Finance and Administration, Office of State Procurement, along with all agencies throughout the State of Arkansas (including local government entities, i.e., county, city, school district, or combination thereof) may purchase current Panasonic and other third party solutions, subject to the Master Agreement, which reflects a discount off list prices. **In addition to the Master Agreement discounts, all orders placed by the agencies listed herein will receive an additional 0.5% discount due to the ongoing programs for Arkansas customers.** This agreement is not a purchase order and does not guarantee any purchases to be made by the customer. Panasonic shall use the Panasonic Authorized Resellers identified in the contract to sell products and services under this contract.

**ACCEPTANCE:** A Purchasing Entity shall determine whether all Products and Services delivered meet the contractor's published specifications. No payment shall be made for any products or services until the Purchasing Entity has accepted the Products or Services. The Purchasing entity will make every effort to notify the Contractor within thirty (30) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted.

**LEASING:** No leasing is authorized under this Addendum.

**PAYMENTS:** Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.