

**City of Palmer  
Action Memorandum No. 16-057**

**Subject:** Authorizing the City Manager to Purchase Twelve Dell Laptops and Associated Docking Equipment in the Amount of \$27,282.47, and to Purchase the Items Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the National Association of State Procurement Officers (NASPO) Contract Pricing

**Agenda of: August 23, 2016**

**Council Action: APPROVED**

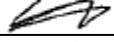
**Originator Information:**

**Originator:** Chief of Police  
**Date:** July 26, 2016      **Requested agenda date:** August 23, 2016

**Department Information:**

| Route to: | Department Director:  | Signature:   | Date:   |
|-----------|-----------------------|--|---------|
|           | Community Development |  |         |
| X         | Finance               |  | 8/8/16  |
| X         | Police Department     |  | 7-26-16 |
|           | Public Works          |  |         |

**Approved for presentation by:**

|               | Signature:  | Remarks: |
|---------------|---|----------|
| City Manager  |  |          |
| City Attorney |  |          |
| City Clerk    |  |          |

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 27,282.47.47

This legislation (√):

Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Negative impact in the amount of: \$ \$27,282.47

Funds are (√):

Budgeted      Line item(s): 01-12-10-6054 (Office Equipment)  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund assigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- WSCA-NASPO Data Communications Products and Services Agreement (Example of a previous agreement where the City of Palmer purchased from NASPO)

**Summary Statement:**

In 2011 the Palmer Police Department began using Panasonic Toughbook laptop computers for routine operations. Those laptops were provided by the State of Alaska at no cost to this city. This was always intended to be a onetime event on the part of the State. Those laptops are now five years old and out of warranty. Panasonic will not extend the warranty any further. The officers who use the laptops are experiencing computer problems on an increasingly frequent basis. After consulting with IT, it was determined the current laptops need to be replaced.

The Palmer Police department reviewed several options for replacing the laptops. New Panasonic Toughbooks now cost approximately \$5,500.00 each and were deemed too expensive. The total cost to replace the current inventory would have been over \$65,000.00. Tablets were more attractive in terms of price but encountered significant compatibility issues with software required for citations and other court documents. A solution was found in Dell Rugged Use laptops, which satisfy the durability requirements for police use and are much more reasonably priced.

12 new Dell Rugged Use laptops can be purchased for \$20,070.12. Docking stations for patrol vehicles and the officers' desks are an additional \$7,212.35. The total cost of the new equipment is \$27,282.47. The purchase can be made with funds available in the current Police Department budget.

It is the police department's intent to replace the entire inventory of laptops at this time. The department will then begin purchasing new models at a rate of approximately two per year to ensure unserviceable machines are cycled out of inventory. This would most likely begin in 2018 and should avoid major spending to replace the entire inventory at once. As mentioned, new docking equipment will also be needed for patrol vehicles and office use. However, even with those expenses, costs would be less than half than if new Panasonic models were selected.

The Administration proposes to purchase the new laptops using National Association of State Purchasing Officers (NASPO) contract pricing. NASPO, formerly the Western States Contracting Alliance (WSCA) was formed in October 1993 by the state purchasing directors from fifteen western states. The purpose of creating NASPO was to establish the means by which participating states could join together in cooperative multi-state contracting. This joint participation eliminates the need to go out for bid for procurement of many purchases, including laptop computers for police use. This procurement method is authorized under PMC 3.21.230 *Governmental and proprietary procurements*. The Administration proposes to purchase these laptops and docking equipment using NASPO contract prices through Dell directly. The purchase will total \$27,282.47.

**3.21.230 Governmental and proprietary procurements.**

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
  - 1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.

2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
  - C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

**Administration Recommendation:** Authorize Action Memorandum 16-057.

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT  
Dell Marketing, L.P.  
Master Agreement No: AR602  
(hereinafter "Contractor")**

And

**The State of Alaska  
(hereinafter "Participating State")  
2014-DATACOM-0005  
Dell Contract Code WNN22AGS**

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**1. Scope:** This Addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

**2. Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of Alaska are eligible to procure under this Participating Addendum.

**3. Participating State Modifications or Additions to Master Agreement:**

**3.1 Workers' Compensation Insurance:** The Reseller(s)/Agent(s) shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Certificate of Insurance must be furnished by Contractor to the DGS Contracting Officer within 30 calendar days of execution of this PA and must provide for a notice of cancellation, non-renewal, of material change of conditions in accordance with policy provisions. The certificate must list the State as a certified holder and as an additional insured.

**3.2 Required Reports:** Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manager this contract. This report must show all purchases made under this contract in the state of Alaska and list it by the total purchases made by each entity. The State will work with the Contractor to develop this report. These reports are due 30 days after the end of the quarter.

|                |                               |
|----------------|-------------------------------|
| First Quarter  | July 1 through September 30   |
| Second Quarter | October 1 through December 31 |
| Third Quarter  | January 1 through March 31    |
| Fourth Quarter | April 1 through June 30       |

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**4. Lease Agreements:**

Entities entitled to purchase under this Participating Addendum that have authority to enter into lease agreements may do so to obtain hardware, software and services under the Master Agreement.

**5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):**

**Contractor**

**Master Agreement Contact**

|                  |  |
|------------------|--|
| <b>Name</b>      | Ashleigh D. Lane   |
| <b>Address</b>   | One Dell Way, Mail Stop 8707, Round Rock, Texas 78682              |
| <b>Telephone</b> | 512-723-1033   |
| <b>Fax</b>       | 512-283-9092   |
| <b>E-mail</b>    | <a href="mailto:ashleigh.lane@dell.com">ashleigh.lane@dell.com</a> |

**Contractor**

**Participating Addendum Contact**

|                  |  |
|------------------|--|
| <b>Name</b>      | Amy Ivy  |
| <b>Address</b>   | One Dell Way, Mail Stop 8707, Round Rock, Texas 78682  |
| <b>Telephone</b> | 512-723-6201   |
| <b>Fax</b>       | 512-283-9092   |
| <b>E-mail</b>    | <a href="mailto:Amy_Ivy@Dell.com">Amy_Ivy@Dell.com</a> |

**Participating Entity**

|                  |  |
|------------------|--|
| <b>Name</b>      | Matthew L. Pegues  |
| <b>Address</b>   | PO Box 110210, Juneau AK. 99811-0210                                     |
| <b>Telephone</b> | 907-465-5681   |
| <b>Fax</b>       |  |
| <b>E-mail</b>    | <a href="mailto:matthew.pegues@alaska.gov">matthew.pegues@alaska.gov</a> |

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6. **Subcontractors:** All Dell authorized Resellers and Agents in the state of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Dell shall make all determinations about which entities in the state of Alaska that the Dell authorized Reseller and Agents may support. The Dell authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. **Dell authorized Resellers**

1. Dell authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. **Dell authorized Agents**

1. Dell authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
2. Dell authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

Except as otherwise set forth in Dell's confidential internal qualifying criteria for Resellers and Agents, Contractor will not, directly or indirectly, restrict any Dell authorized Agent's or Reseller's participation or ability to quote pricing for a Customer. The authorized Agent's and Reseller's will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Agent's and Reseller's may offer any additional incremental discounts to Participating State, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Agent's or Reseller's to the Participating State.

**All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: 2014-DATACOM-0005 and the Master Agreement number AR602 on the order.**

7. **Orders:** Any Order placed by an entity ordering under this Participating Addendum for a

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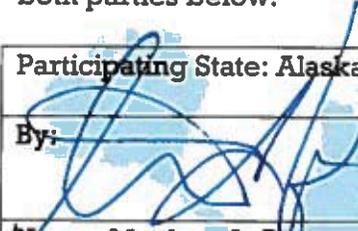
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2014-DATACOM-0005**

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hardware, software and/or services the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|  |  |
|--|--|
| Participating State: Alaska  | Contractor:  |
| By:  | By: Diane Wigington  |
| Name: Matthew L. Pegues  | Name: Wigington <small>Digitally signed by Diane Wigington<br/>DN: cn=Diane Wigington,<br/>o=Public, ou=GPCC,<br/>email=Diane.Wigington@Dell.com, c=US<br/>Date: 2014.05.28 09:53:17 -05'00'</small> |
| Title: Contracting Officer   | Title: Public Contracts Manager  |
| Date: 5/27/14  | Date: 05/28/2014   |

For questions on executing a participating addendum, please contact:

|                                     |  |
|-------------------------------------|--|
| WSCA-NASPO                          |  |
| Cooperative Development Coordinator | Paul Stembler  |
| Telephone                           | 651-206-3858   |
| E-mail                              | <a href="mailto:pstembler@wsca-naspo.org">pstembler@wsca-naspo.org</a> |

**[Please email fully executed PDF copy of this document to [PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and posting in appropriate data bases]**