

Item #8-4G

**City of Carson City
Agenda Report**

Date Submitted: October 27, 2009

Agenda Date Requested: November 5, 2009

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 0910-094 is a contract for supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-094 a request for the purchase of computer hardware and software at CDW Government, Inc. from November 5, 2009 through January 31, 2010 on an as-needed basis to be funded from Various City Accounts as provided in FY 2009/2010. (*Sandy Scott*)

Staff Summary: By joining the contract between the Las Vegas Water District and CDW Government, Inc., the Information Technology Department will received better pricing on the purchase of computer hardware and software.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to determine that Contract No. 0910-094 is a contract for supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-094 a request for the purchase of computer hardware and software at CDW Government, Inc. from November 5, 2009 through January 31, 2010 on an as-needed basis to be funded from Various City Accounts as provided in FY 2009/2010. (*Sandy Scott*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: Purchase will come from each department requesting a purchase

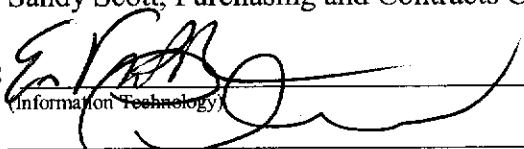
Explanation of Impact: Each department will budget their own purchases

Funding Source: Each department will budget their own purchases

Supporting Material: Authorization Letter from CDW, Signed Agreement with Las Vegas Water District, Contract Renewal

Prepared By: Sandy Scott, Purchasing and Contracts Coordinator

Reviewed By:


(Information Technology)

Date:

10/27/01

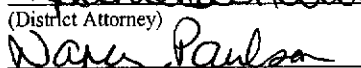
Date:

10-27-09


(City Manager)

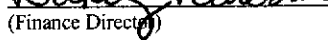
Date:

10-27-09


(District Attorney)

Date:

10/27/09


(Finance Director)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



230 N. Milwaukee Ave.
Vernon Hills, IL 60061

National Sales Office: 703.729.5500
Fax: 847.419.6200
Toll-free: 800.808.4239
www.CDWG.com

October 16, 2009

Mr. Eric VonSchimmelmenn
City of Carson City
3505 Butti Way
Carson City, Nevada 89701-3498

Re: Las Vegas Water Valley District Contract #B544007172 request

Dear Mr. VonSchimmelmenn:

Per mutual agreement from the Las Vegas Water Valley District and CDW Government, Inc. the City of Carson City, Nevada is hereby authorized to utilize Contract #B544007172. Should you have any questions or concerns regarding this matter feel free to contact me directly at 312 705-3363 or via email at wilsgar@cdwg.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Wilson O. Garcia". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Wilson O. Garcia
Program Manager, State and Local Government
CDW Government, Inc.

AGREEMENT TO PROVIDE PC'S AND PERIPHERAL EQUIPMENT RFF No. 613-05

This Agreement is made and entered into this 3rd day of January, 2006⁶, with an effective date of December 20, 2005 with Owner's option to renew for four (4) additional one-year periods by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "OWNER" and CDW Government, Inc., hereinafter called the "VENDOR."

WITNESSETH:

WHEREAS, the VENDOR has the personnel and resources necessary to provide PC's and peripheral equipment and services as required and

WHEREAS, the VENDOR has the required licenses and/or authorizations pursuant to all federal, State of Nevada, and Local Laws in order to conduct business relative to this Agreement and

SECTION 1: RESPONSIBILITY OF VENDOR

- A. It is understood that the VENDOR shall provide PC's, peripheral equipment and services as required by the OWNER. The VENDOR agrees to conform to the Terms and Conditions outlined in Request for Proposal 613-05, amendments thereto, and his response to the proposal all of which are incorporated by reference hereto. In the performance of the services herein provided for, the VENDOR shall be, and is, an independent contractor, and is not an agent or employee of the OWNER and shall furnish such services in its own manner and method except as required by this Agreement. Further, the VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the VENDOR in the performance of the services hereunder. The VENDOR shall be solely responsible for, and shall indemnify, defend, and save the OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. The VENDOR acknowledges that the VENDOR and its agents, or employees employed by the VENDOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of the OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability, or workers' compensation insurance benefits. The OWNER will not provide or pay for any liability or medical insurance, retirement contributions, or any other benefits for or on behalf of the VENDOR or any of its officers, employees, or other agents.

- C. The VENDOR shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin. The VENDOR shall take affirmative action to ensure applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants notices provided by the Federal Civil Rights Commission setting forth these provisions.

The VENDOR further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein.

The VENDOR will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.

The VENDOR has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.

The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement and are compliant.

SECTION II: RESPONSIBILITY OF THE OWNER

The OWNER agrees that its officers and employees will cooperate with the VENDOR in the performance of services under this Agreement and will be available for consultation with the VENDOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

SECTION III: SCOPE OF WORK

Goods and services provided by the VENDOR will be in accordance with the Special Condition Section of RFP 613-05

SECTION IV: COMPENSATION AND TERMS OF PAYMENT

- A. Payments will be processed within thirty (30) calendar days after receipt of the invoice.
- B. Invoices shall be submitted to the address indicated on each purchase order.
- C. Payment terms shall be in accordance with G.C.#8 in RFP 613-05, or as negotiated with each successful proponent.
- D. **OWNER'S Fiscal Limitations**
1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit the OWNER'S financial responsibility.

2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate, and the OWNER'S obligations under it shall be extinguished at the end of the fiscal year in which the OWNER'S Governing Body fails to appropriate monies for the ensuing fiscal year.
3. The OWNER'S total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized by the OWNER.
4. The OWNER reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If the OWNER does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

E. NOT TO EXCEED

Expenditures under this contract shall not exceed \$4,250,000 for the first year. Price increases will only be considered in accordance with RFP 613-05 Special Conditions, Paragraph 7.

SECTION V: MISCELLANEOUS PROVISIONS

A. Covenant Against Contingent Fee:

The VENDOR warrants that no person or selling vendor has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

B. Gratuities

1. The OWNER may, by written notice to the VENDOR, terminate this Agreement if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the VENDOR or any agent or representative of the VENDOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the VENDOR as it could pursue in the event of a breach of this Agreement by the VENDOR; and

b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the VENDOR in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Insurance

The PROPONENT(s) shall carry Automobile Liability Insurance and General Liability Insurance (including Products and Completed Operations) in the amount of no less than \$1,000,000 per occurrence, and Workers' Compensation coverage as required by Nevada State Law, during the term as defined in this contract, and show evidence of such coverage on a Certificate of Insurance. The PROPONENT(s) shall include the cost of the insurance coverages in their contract price(s).

D. Property

The VENDOR is responsible for and required to remedy all damage or loss to any property, including property of the OWNER, caused in whole or in part by the VENDOR, their subcontractors, or anyone employed, directed, or supervised by the VENDOR.

E. Covenant

The VENDOR covenants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The VENDOR further covenants, to its knowledge and ability, that in the performance of said services, no person having any such interest shall be employed.

F. Assignment

Any attempt by the VENDOR to assign or otherwise transfer any interest in this Agreement without the prior written consent of the OWNER shall be void. The VENDOR may not assign any rights or delegate any duties in this agreement without the prior written consent of the OWNER. Any such assignment or delegation without consent of the OWNER shall result in the forfeiture of all compensation, or any part thereof, as determined by the OWNER.

G. Governing Law

Nevada law shall govern the interpretation of this Agreement.

H. Term of Agreement

The initial term is from date of award through December 31, 2006 and the OWNER has the option to renew for four (4) additional one-year periods.

I. Termination

The Owner reserves the right to terminate the agreement in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the Owner elects to terminate the agreement, the termination request will be submitted to the Board, or its designee for approval.

J. Confidential Treatment of Information

The VENDOR shall preserve in strict confidence any information obtained, assembled, or prepared in connection with the performance of this Agreement.

K. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, or facsimile at the following addresses:

Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, NV 89153
Attn: Teresa Collins, C.P.M.
Senior Purchasing Analyst
(702) 258-7119 Office
(702) 258-3900 Fax

IN WITNESS HEREOF, the parties have caused this Agreement to be executed the day and year first above written.

OWNER:

By: Patricia Mulroy
Patricia Mulroy, General Manager

VENDOR:

By: Andy Lausch
CDW Government, Inc.
Andy Lausch, Director State/Local Sales

APPROVED AS TO FORM:

James L. Taylor
James L. Taylor
Deputy General Counsel for the
Las Vegas Valley Water District

ANNUAL REQUIREMENTS CONTRACT

TO:

Vendor ID: 5007172
CDW GOVERNMENT INC
230 N MIL WAUKEE AVE,
VERNON HILLS, IL 60061-9740

PHONE: 866 224-6418
FAX: 312-705-9475



LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW
LAS VEGAS, NEVADA 89153
TELEPHONE: 702-258-3200 FAX: 702-258-3900

PO number and Contract number must appear on invoices, shipping papers and correspondence.

Effective Date : 02/01/2009 Expiration Date : 01/31/2010

FOR INFORMATION BARBER, JAMES R
CONTACT Phone: 702 258-3881 Fax: 702 258-3900

Terms: NET 30

Ship Via: VENDORS CHOICE

F.O.B. : DESTINATION

Freight: FP - FREIGHT PREPAID

CONTRACT NO: B544007172

S As specified by each P.O. released
h against the Blanket.
P
T
o

Seq#

Blanket Description

Approved Amount

1

At its regularly scheduled meeting on December 20, 2005, the Las Vegas Valley Water District Board of Directors awarded CDW Government, Inc., the subject contract for RFP 0613-05 in the estimated annual amount of \$1,000,000. The estimated amount for the renewal period from February 1, 2009, to January 31, 2010, is \$2,472,000.00. Total orders under this contract may be more than, or less than, the estimated award amount. Expenditures cannot exceed the estimated amount without the approval of the Las Vegas Valley Water District.

2,472,000.00

The number assigned to this annual requirements contract is B544007172. This number is assigned to track expenditures under the contract. Individual purchase orders will be issued as orders are placed under the contract. Purchase orders issued under this contract shall be in accordance with the terms and conditions as set forth in the contract document and any amendments thereto. (JRB 1/30/09)

For technical information or questions please contact:

LANTZ, DEBRA-LOU / IT FINANCIAL SERVICES MANAGER / 7022583134

Blanket Order Total :

2,472,000.00

CC : HOARD, LINDA K MS 0270

Special Instructions :

BY:

AUTHORIZED REPRESENTATIVE