



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 5/17/2018

Staff Contact: Nancy Paulson and James Jacklett

Agenda Title: For Possible Action: To approve the purchase of radio equipment through Joinder Contract #06913 (effective through June 30, 2018) through NASPO (National Association of State Procurement Officials) for a not to exceed amount of \$100,000.00 to be funded from the budgets of the receiving departments. (Nancy Paulson@carson.org and James Jacklett, jjacklett@carson.org)

Staff Summary: The Public Works Control Systems Division purchases radio equipment including replacement parts and accessories from Motorola Solutions and Harris Corporation in order to maintain the Public Safety Radio Communication System. The approved spending limits have been met for both Motorola Solutions and Harris Corporation for FY18. Staff requests approval to spend an additional \$50,000.00 to each of the stated vendors through the remainder of FY18 in order to purchase replacement equipment, parts, accessories, and fulfill the needs and requests of the various departments.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

I move to approve the purchase of radio equipment through Joinder Contract #06913 (effective through June 30, 2018) through NASPO (National Association of State Procurement Officials) for a not to exceed amount of \$100,000.00 to be funded from the budgets of the receiving departments.

Board's Strategic Goal

Safety

Previous Action

The board approved the purchase of 53 Motorola Replacement Radios for the Fire Department on April 5th, 2018 for a not to exceed amount of \$258,233.62.

Background/Issues & Analysis

Purchasing policy requires BOS authorization to spend more than \$50,000.00 in a fiscal year to a single vendor. Staff is requesting pre-authorization to make additional purchases above the previously approved limit as they are identified and requested by various departments through the remainder of the fiscal year.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Purchasing Policy

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: At the time of this request there are several smaller requisitions in development including an order for the Fire Department for remote head installation kits so that three existing radios on hand can be installed into existing vehicles. The Fire Department will fund the purchase of these kits. Additionally the streets, water, sewer, and landfill departments are considering replacement of a limited number of radios that are not meeting current operational requirements. The selection of these radios is underway and quantities are still under consideration. The purchase is anticipated to be below \$25,000 and the departments will be required to fund the purchases. The purchase of miscellaneous consumables and accessories including cables, batteries, and repair parts are anticipated through the remainder of the fiscal year. The departments requiring the replacement radio parts and accessories will be required to fund the purchases as they are identified.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Purchases will be funded by the receiving departments.

Alternatives

1. Do not approve purchase.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT

Motorola Solutions
PO Box 98098, Las Vegas, NV 89193
 (hereinafter "Contractor")

And

State of Nevada
 Department of Administration, Purchasing Division
 515 E Musser St., Carson City, NV 89701
 (hereinafter "Participating State")

Page 1 of 3

1. **Scope:** This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Category: Radios	
Subcategory: Portable, Dual-Band	Subcategory: Mobile, Single-Band tier II
Subcategory: Portable, Single-Band tier I	Subcategory: Mobile, Single-Band tier III
Subcategory: Portable, Single-Band tier II	Subcategory: Desktop, Dual-Band
Subcategory: Portable, Single-Band tier III	Subcategory: Desktop, Single-Band tier I
Subcategory: Mobile, Dual-Band	Subcategory: Desktop, Single-Band tier II
Subcategory: Mobile, Single-Band tier I	
Category: Base Stations/Repeaters: Single-Band tier I	
Category: Base Station/Repeaters, Single-Band tier II	
Category: Mobile Radio Antennas	

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

3. **Participating State Modifications or Additions to Master Agreement:**
 (These modifications or additions apply only to actions and relationships within the Participating Entity.)
No Changes Are Required

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Name	Henry Johnson-Senior Account Manager
Address	PO Box 98098, Las Vegas, NV 89193
Telephone	702-617-1734
Fax	702-617-1735
E-mail	henry.johnson@motorolasolutions.com

Participating Entity

Name	Gail Burchett, Purchasing Officer II
Address	515 E Musser Street, Suite 300, Carson city, NV 89701
Telephone	(775) 684-0172
Fax	(775) 684-0188
E-mail	gburchett@admin.nv.gov

5. Subcontractors:

All Motorola dealers/resellers/distributers authorized in the State of Nevada, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The **Motorola** dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributers so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services). *"All contracts and PO's must be made out to Motorola Solutions, Inc. No subcontractors or order fulfillers are authorized to receive POs or contracts on this contract."*

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **3288** and the Lead State Master Agreement number: **06913**.


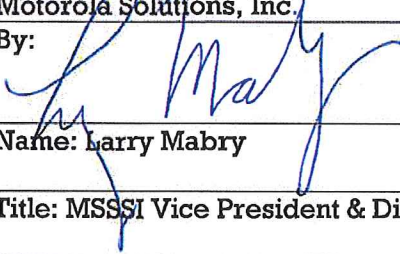
8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter

hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: <i>Nevada</i>	Contractor: Motorola Solutions, Inc.
By: 	By: 
Name: Kimberlee Tarter <i>Kimberlee Tarter</i>	Name: Larry Mabry
Title: Deputy Administrator	Title: MSSSI Vice President & Director Sales
Date: December 31, 2015	Date: January 5, 2016

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovalupoint.org to support documentation of participation and posting in appropriate data bases]

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Harris RFCD
221 Jefferson Ridge Parkway, Lynchburg, V 24501
(hereinafter "Contractor")

And

State of Nevada
Department of Administration Purchasing Division
515 East Musser St. Carson City, NV 89701
(hereinafter "Participating State")

Page 1 of 3

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Contractor has been awarded the following categories:

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Subcategory: Portable, Dual-Band
Subcategory: Portable, Single-Band tier I
Subcategory: Portable, Single-Band tier II
Subcategory: Portable, Single-Band tier III
Subcategory: Mobile, Dual-Band
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Subcategory: Mobile, Single-Band tier II
Subcategory: Mobile, Single-Band tier III
Subcategory: Desktop, Dual-Band
Subcategory: Desktop, Single-Band tier I
Subcategory: Desktop, Single-Band tier II
Category: In-Vehicle Repeater

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

[No changes are required]

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Thomas Clair
Address	221 Jefferson Ridge Parkway Lynchburg, VA 24501
Telephone	(434) 485-7967
Fax	
E-mail	tclair01@harris.com

<u>Participating Entity</u>	
Name	Gail Burchett, Purchasing Officer II
Address	515 E. Musser St. Ste. 300, Carson City, Nevada 89701
Telephone	(775) 684-0172
Fax	(775) 684-0188
E-mail	gburchett@admin.nv.gov

5. Subcontractors:

All [contractor] dealers/resellers/distributors authorized in the State of Nevada, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The [contractors] dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [3228] and the Lead State Master Price Agreement number: 06913.

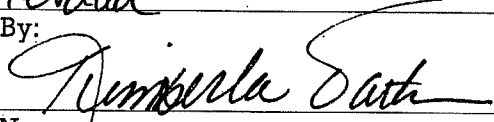
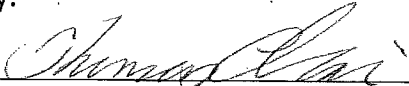
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costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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

Participating State: <i>Nevada</i>	Contractor: Harris RFCD
By: 	By: 
Name: <i>Kimberlee Tarter</i>	Name: Thomas Clair
Title: <i>Deputy Administrator</i>	Title: Contracts Manager
Date: <i>1/25/16</i>	Date: 1/20/2016

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]