

**City of Fayetteville Staff Review Form**

**2017-0567**

**Legistar File ID**

**10/17/2017**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Brad Fulmer

9/27/2017

Information Technology /  
Chief of Staff

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A resolution to authorize the purchase of computers, on an as-needed basis, from various vendors utilizing state procurement contract SP-16-0019 through the National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #MNWNC-117 through March 31, 2020, and any future renewal periods.

**Budget Impact:**

Various	Various																								
Account Number	Fund																								
Project Number	Project Title																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 20%; text-align: center;">Yes</td> <td style="width: 30%; text-align: center;">Current Budget</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Funds Obligated</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Current Balance</td> <td style="text-align: right;">\$ -</td> </tr> </table>	<b>Budgeted Item?</b>	Yes	Current Budget	\$ -			Funds Obligated	\$ -			Current Balance	\$ -	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; text-align: center;">Item Cost</td> <td style="width: 20%; text-align: center;">Item Cost</td> <td style="width: 30%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td style="text-align: center;">Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="text-align: center;">Budget Adjustment</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Remaining Budget</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Item Cost	Item Cost			Budget Adjustment Attached?	No	Budget Adjustment				Remaining Budget	\$ -
<b>Budgeted Item?</b>	Yes	Current Budget	\$ -																						
		Funds Obligated	\$ -																						
		Current Balance	\$ -																						
Item Cost	Item Cost																								
Budget Adjustment Attached?	No	Budget Adjustment																							
		Remaining Budget	\$ -																						

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:

**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Lioneld Jordan and City Council

**THRU:** Don Marr, Chief of Staff  
Keith Macedo, Information Technology Director

**FROM:** Brad Fulmer, Infrastructure Manager

**DATE:** September 27, 2017

**SUBJECT:** **Resolution to approve purchasing computer equipment through the State of Arkansas cooperative procurement contract SP-16-0019**

---

**RECOMMENDATION:**

A resolution to authorize the purchase of computer equipment, on an as-needed basis, from various vendors utilizing state procurement contract SP-16-0019 through the National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #MNWNC-117, through March 31, 2020, and any future renewal periods.

**BACKGROUND:**

Computer equipment were bid through a national cooperative known as NASPO Value Point. The State of Arkansas signed participating contract SP-16-0019, through agreement #4600035742, to acknowledge NASPO ValuePoint #MNWNC-117 for computers which can be utilized by all Arkansas state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities. The NASPO ValuePoint purchasing cooperative program is led by State Procurement Officers from member States elected by their peers. Every NASPO ValuePoint contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead state's central procurement office under direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

Contract SP-16-0019 was awarded to multiple vendors and the initial term is valid through March 31, 2020

**DISCUSSION:**

Purchasing computers from the State of Arkansas contract gives the City an opportunity to have competitive pricing which is based off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the NASPO ValuePoint cooperative contract provides. The City is currently using NASPO ValuePoint cooperative purchasing contracts to purchase Cisco network equipment. City staff have spot checked a number of recent Cisco purchases against the NASPO ValuePoint contract pricing and verified the cooperative purchase agreement is providing us the best value available at this time. There is no fee to the City to purchase from the state contract.

**BUDGET/STAFF IMPACT:**

Computers are budgeted within each division and various capital improvement projects and operating budgets across the City.

**Attachments:**

Staff Review Form

NASPO ValuePoint Participating Addendum with State of Arkansas

State of Arkansas Contract SP-16-0019 and Agreement #4600035742

# DFA Arkansas Department of Finance and Administration

Home Offices Businesses Citizens Government DFA Employees News & Events

Contact Us

- Procurement Home**
- AASIS Instructions**
- Act 557 Updates**
- Bid Opportunities**
- Buy Wise Podcasts**
- Credit Cards**
- Forms/Reporting Guidelines**
- Helpful Information**
- PCS**
- Purchasing Directory**
- Service Bureau**
- State Contracts**
- State Surplus**
- TGS**
- Training**
- Travel Portal**
- Vendor Information**
- VPR**

Home > Offices > Procurement > State Contracts

## Computers

[Back to State Contracts](#)

Expiration Date	Contract Tracking #	Outline Agreement #	Vendor		
3/31/2018	SP-16-0019	Multiple	Multiple		
Buyer	Co-Op	Mandatory	Minority	Green	
Shane Phillips	NASPO Value Point	No	No	No	
Title			Posted		
AASIS Multiple Vendor OA Instructions			11/05/2015		
Apple(Expires 3/31/2018)			04/03/2017		
Bytespeed (Expires 3/31/2020)			04/03/2017		
Dell (Expires 3/31/2020)			04/03/2017		
EMC (Expires 3/31/2020)			04/03/2017		
Hewlett Packard Enterprises (Expires 3/31/2018)			04/03/2017		
Howard Technologies (Expires 3/31/2020)			04/06/2017		
HP Inc. (Expires 3/31/2020)			04/03/2017		
IBM (Expires 3/31/2018)			04/03/2017		
Lenovo (Expires 3/31/2020)			04/03/2017		
Microsoft (Expires 3/31/2020)			04/03/2017		
NetApp (Expires 3/31/2020)			04/03/2017		
Nimble (Expires 3/31/2020)			04/07/2017		
Panasonic (Expires 3/31/2020)			04/04/2017		
Pure Storage (Expires 3/31/2018)			04/04/2017		

Home  
Offices  
Businesses  
Citizens  
Government  
DFA Employees  
News & Events

**Online Services**  
License Plate Renewal  
Arkansas Taxpayer Access Point  
Arkansas Motor Carrier System  
Income Tax Refund Inquiry  
Child Support WebPay  
Arkansas State Surplus  
Child Support Employer Portal

Bid Opportunities  
Vendor Registration  
Local Tax Rate Lookup  
Arkansas Trucking Portal  
Personalized License Plates  
Specialty License Plates  
Misuse of State Vehicle Reporting

Department of Finance and Administration  
1509 West 7th Street  
Little Rock, AR 72201  
Google Map

Contact Us

**Contract # 4600035742**

**Vendor # 100124267**

*Products Offered: Desktops, Laptops, Tablets, Servers, Storage*

*Contract Website: <http://solutions.lenovo.com/naspo>*

**Manufacturer Contact:**

Lenovo                      Melissa Autrey-Freeman      [mautrey@lenovo.com](mailto:mautrey@lenovo.com)                      (919) 294-0609      100124267

**Partners:**

CDW-G	Ashley DiCiucio	<a href="mailto:ashled@cdw.com">ashled@cdw.com</a>	(877) 765-2940	100093992
GovConnection	Shelly Lawrence	<a href="mailto:mlawrence@govconnection.com">mlawrence@govconnection.com</a>	(800) 800-0019	100084080
	Sales: Kim Theriault	<a href="mailto:ktheriault@govconnection.com">ktheriault@govconnection.com</a>	S x75582 K x33272	
SHI International	David Rounds	<a href="mailto:David_Rounds@shi.com">David_Rounds@shi.com</a>	(512) 392-4703	100160551

**Special Instructions:**

Value-Added Services

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

Performance Standards:

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services **must** have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

Configuration Limits:

The following configuration limits are based on a single computer configuration:

Item	Configuration
Servers	\$ 500,000
Storage	\$ 500,000
Desktops	\$ 100,000
Laptops	\$ 100,000
Tablets	\$ 50,000
Peripherals	\$ 50,000
Services	\$ 10,000

Purchase Order Instructions:

All purchase orders issued **must** include the following:

- NASPO ValuePoint Contract number      **MNWNC-117**
- State Contract number                      **SP-16-0019 / 4600035742**
- Agency Name, Address, Contact, Phone number
- IT procurement and/or other applicable approvals
- Orders shall be made out to the Contractor or Resellers

Leasing:

Leasing is not authorized under this contract.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**MASTER AGREEMENT No: MNWNC-117**  
**Lenovo (United States), Inc.**  
**(hereinafter "Contractor")**  
**and**  
**State of Arkansas**  
**Contract No: 4600035742**

**1. Scope:**

This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services (Bands 1-5) from contract MNWNC-117 led by the State of Minnesota. It is for use by Arkansas state agencies and other entities located in the State that are authorized by the Arkansas Office of State Procurement to utilize state contracts.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by Arkansas in this Participating Addendum.

**2. Participation:**

All eligible purchasers within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this agreement.

**3. Order of Precedence:**

- A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement.
- B. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor's response to the solicitation

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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

These modifications or additions **shall** apply only to actions and relationships within Arkansas.

- A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software **shall not** be procured.
- B. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to [OSP.ITContracts@dfa.arkansas.gov](mailto:OSP.ITContracts@dfa.arkansas.gov). Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
  - 1) Vendor Contract Number
  - 2) State
  - 3) Customer Type (State, Education, Local Government)
  - 4) Bill to Name
  - 5) Customer PO Number
  - 6) Customer Number

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**MASTER AGREEMENT # MNWNC-117**

- 7) Order Date
- 8) Product/Service Description
- 9) Retail Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

C. An administrative fee of one half (1/2) of one (1) percent of the net sales per quarter **shall** be collected on behalf of the State of Arkansas and **shall** be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

<b>Period End</b>	<b>Admin Fee Due</b>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The administrative fee **shall** be submitted to the following address:

Office of State Procurement  
Attn: Contract Administration Fee  
1509 W 7<sup>th</sup> St, Room 300  
Little Rock, AR 72201

- D. Payments **shall** be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest **shall** be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) 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 the date of invoice.
- E. Financial and accounting records relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities **shall** provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.
- F. The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right of sovereign immunity.
- G. Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the contractor. All travel **must** be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.
- H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement MNWNC-117. The contractor **shall** defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement. This section replaces only section C17A of the Master Agreement; the remainder of section C17 remains in full force and effect.

**PARTICIPATING ADDENDUM  
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
 MASTER AGREEMENT # MNWNC-117**

- J. CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).
- K. The Contractor may use Resellers; however, the Contractor shall be responsible for any agreements with the Resellers. Resellers are authorized by Lenovo and approved by the State of Arkansas to assist end user in locating products and services based on the terms and conditions of the Master Agreement and this Participating Addendum. The State of Arkansas shall not agree to and shall not be responsible for any terms and conditions with a Reseller. Orders and payments will be issued directly to the Reseller. The State of Arkansas may at any time add or remove Resellers with written notice to the Contractor.

The Contractor may use Agents authorized by Lenovo and approved by the State of Arkansas to assist in marketing efforts and helping end users locating products and services. Agents do not accept purchase orders or payments. Orders and payments will be issued directly to Lenovo. At any time the State of Arkansas may add or remove Agents with written notice to the Contractor.

List of OSP approved Resellers and Agents will be posted on the Arkansas landing page of the Contractor's website.

The following Resellers shall be authorized to provide product delivery and services:

Subcontractor	Contact	Phone	Email
CDW	Ashley DiCiucio	877-765-2940	ashled@cdw.com
SHI	David Rounds	512-392-4703	David_Rounds@shi.com
GovConnection, Inc.	For Sales: Kim Theriault Contract: Shelly Lawrence	Kim 800-800-0019 x 33272 Shelly 800-800-0019 x 75582	ktheriault@govconnection.com mlawrence@govconnection.com

- L. Leasing shall not be authorized under this Participating Addendum.
- M. The following configuration limits are based on a single computer configuration:

Item	Configuration
Server/Storage	\$ 500,000
Desktops/Laptops	\$ 100,000
Tablets	\$ 50,000
Peripherals	\$ 50,000
Services	\$ 10,000

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

**5. Purchase Order Instructions:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the following:

- A. NASPO ValuePoint Contract number **MNWNC-117**
- B. State contract number **SP-16-0019 4600035742**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor or Reseller

**6. Performance Standards**

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.



**PARTICIPATING ADDENDUM  
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
 MASTER AGREEMENT # MNWNC-117**

**7. Individual Customer**

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

**8. Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<b>Lead State</b>	Name	Sue Kahle
	Address	50 Sherburne Ave, Room 112
	City, State Zip	St Paul, MN 55155
	Telephone	651-201-2434
	E-mail	Susan.kahle@state.mn.su

<b>NASPO ValuePoint</b>	Name	Tim Hay
	Address	201 East Main St, Suite 1405
	City, State Zip	Lexington, KY 40607
	Telephone	503-428-5705
	E-mail	thay@wsca-naspo.org

<b>Contractor</b>	Name	Melissa Autrey-Freeman
	Address	1009 Think Place B1 3A5
	City, State Zip	Morrisville, NC 27560
	Telephone	919-294-0609
	E-mail	mautrey@lenovo.com

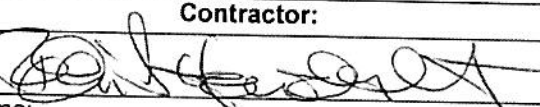
<b>State of Arkansas</b>	Name	Jaime Motley
	Address	1509 W 7th St 3rd Floor
	City, State Zip	Little Rock, AR 72201
	Telephone	501-371-6065
	E-mail	Jaime.Motley@dfa.arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**MASTER AGREEMENT No: MNWNC-117**  
**Lenovo (United States), Inc.**  
**(hereinafter "Contractor")**  
**and**  
**State of Arkansas**  
**Contract No: 4600035742**

This Participating Addendum and the Master Agreement number MNWNC-117 (administered by the State of Minnesota) 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 **shall** be 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 Contractor below.

State of Arkansas:		Contractor:	
By:	<i>Randy Wright</i>	By:	
Name:	<i>Randy Wright</i>	Name:	Robin Howdershelt
Title:	<i>Asst Admin</i>	Title:	Inside Sales Director, Public Sector
Date:	<i>9/24/15</i>	Date:	9/22/15