

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 19, 2017
REGULAR SESSION NO. 11
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Roll Call
Pledge of Allegiance

Proclamations/Presentations

- ★ Proclamation recognizing Susan Vorbeck Brown

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

STUDY SESSION

Parks/Storm Water Sales Tax Proposal
Kevin Boji, Parks and Recreation Director
Raytown Park Board

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular September 5, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

2. **Public Hearing:** A public hearing to establish the annual property tax levy rate for the year 2017.

2a. **SECOND READING: Bill No. 6449-17, Section VIII: AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2017.** Point of Contact: Briana Burrichter, Finance Director.

- ★ Staff is requesting that this item be continued to a date certain of September 26, 2017.

3. **R-3019-17: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$42,950.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jim Lynch, Police Chief.

- ★ Tabled to a date certain of September 19, 2017 from the September 5, 2017 Board of Aldermen meeting.

NEW BUSINESS

4. **R-3022-17: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF A MISSOURI DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY HAZARDOUS MOVING GRANT IN THE AMOUNT OF \$3,000.00 AND AMENDING THE FISCAL YEAR 2016-2017 BUDGET. Point of Contact: Jim Lynch, Police Chief.
5. **R-3023-17: A RESOLUTION** AUTHORIZING THE EXPENDITURE OF FUNDS WITH VERTEX WATER FEATURES FOR THE PURCHASE OF A POND FOUNTAIN FOR KENAGY PARK IN AN AMOUNT NOT TO EXCEED \$16,000.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Kevin Boji, Parks and Recreation Director.
6. **R-3024-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO CAPITAL EXPENDITURES. Point of Contact: Kevin Boji, Parks and Recreation Director.
7. **R-3025-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO THE WILSON GROUP, INC. RELATED TO THE RAYTOWN PARKS MAINTENANCE BUILDING SIDING REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00. Point of Contact: Kevin Boji, Parks and Recreation Director.
8. **R-3026-17: A RESOLUTION** AUTHORIZING THE EXPENDITURE OF FUNDS WITH VANCE BROTHERS, INC. FOR THE GRANITE SEAL PROJECT AT MINOR-SMITH PARK IN AN AMOUNT NOT TO EXCEED \$17,351.87 FOR FISCAL YEAR 2016-2017. Point of Contact: Kevin Boji, Parks and Recreation Director.
9. **R-3027-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO THE WILSON GROUP, INC. RELATED TO EMS FACILITY REPAIRS IN AN AMOUNT NOT TO EXCEED \$26,362.00. Point of Contact: Damon Hodges, Public Works Director.
10. **R-3028-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM LEATH & SONS, INC. AND APPROVING PROJECT EXPENSES FOR 9800 E. STATE ROUTE 350 FOR A TOTAL AMOUNT NOT TO EXCEED \$84,000.00. Point of Contact: Damon Hodges, Public Works Director.
11. **R-3029-17: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LAN-TEL COMMUNICATIONS SERVICES FOR THE 2017 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$185,000.00. Point of Contact: Damon Hodges, Public Works Director.

ADJOURNMENT

RAYTOWN PARKS & RECREATION DEPARTMENT



Parks/Stormwater
Sales Tax Proposal

WHY DO WE NEED SALES TAX INCREASE?

- ▶ Park/Stormwater Sales Tax Committee recommends BOA allow question be placed on ballot.
- ▶ Park Fund decline for last 6 years-flat sales tax, lower property tax, lower revenue from fees.
- ▶ In 2016, Park operating budget cut \$88,000. Why? BOA voted to divert 25% of sales tax revenue to stormwater control.
- ▶ Implement Parks Strategic Plan goals

WHAT WILL FUNDS BE SPENT FOR?

- ✘ Parks Strategic Plan goals & objectives.
- ✘ Deferred Maintenance on all Parks - Repairs, renovations, and replacements to Raytown's parks, trails, and recreation facilities.
- ✘ New Park Amenities-disc golf, dog park, etc.

WHAT PROJECTS?

- ✘ Colman-New playground, resurface Basketball Court
- ✘ Kenagy-Tennis court reno, park shelters
- ✘ Minor-Smith-trail overlay, disc golf
- ✘ Southwood-playground, walking trails
- ✘ Krister-new playgrounds, ballfields
- ✘ Repurpose Super Splash

HOW SOON?

- ✘ Projects prioritized over time
- ✘ Pay As We Go-No Debt
- ✘ Just 7 FTE's maintain for 171 acres. 10 staff in 2009.
- ✘ Revenue = \$341,000 split in 2 categories:
 - + 75% for Parks \$252,500/year
 - + 25% for Stormwater \$88,375/year

COMPARED TO METRO CITIES

City/ Population	Sales Tax	Park Levy	Community Center	Park Acres	Staff
Raytown 30,000	1/8 cent	.17*	No	171	7
Grandview 26,000	1/2 cent	.12*	Yes	250	20
Gladstone 26,365	1/4 cent	.10*	Yes	255	23
Liberty 27,000	1/4 cent	.14*	Yes	504	29
Lee's Summit 96,000	1/4 cent	.14*	Yes	1200	42

* per \$100 assessed value

SALES TAX RENEWAL QUESTION

- ✘ Shall the City of Raytown impose an increase to an existing sales tax at a current rate of one-eighth ($1/8$) to three-eighths ($3/8$) for the purpose of funding local parks/stormwater control for a term of twenty (20) years within the city?
- ✘ Election-Tuesday, April 3, 2018.

LOOKING AHEAD

- ✘ Citizens support their parks.
- ✘ Voters will approve increase if they see a direct benefits.
- ✘ What's the alternatives?

DRAFT
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 5, 2017
REGULAR SESSION NO. 10
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
6:00 P.M.

Mayor Michael McDonough called the September 5, 2017 Board of Aldermen meeting to order at 6:05 p.m. James of Graceway Church provided the invocation and led the pledge of allegiance.

Roll Call

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Karen Black, Alderman Frank Hunt, Alderman Jim Aziere (arrive at 6:20 p.m.), Alderman Jason Greene, Alderman Ryan Myers, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Eric Teeman

Absent: None

Public Comments

Chief Lynch of the Raytown Police Department spoke regarding the FY17-18 proposed budget.

Communication from the Mayor

None

Communication from the City Administrator

City staff continues to work on the FY17-18 City-wide budget. Tonight's meeting will be followed by a Board of Aldermen Town Hall meeting. The City's new Planning and Zoning Coordinator will begin work in the Community Development department on September 19. RFQ's for the City's Legal counsel have been received and City staff will begin contacting firms to schedule interviews later this week. The August 2-for-1 clean-up coupon resulted in the sale of 268 coupons resulting in \$13,400 of debris removal for Raytown citizens.

Committee Reports

Alderman Mims led a moment of silence for the recent death of Randy Battagler, owner and editor of the Raytown Times.

Alderman Hunt announced the success of the Three Trails Educational Center ribbon cutting ceremony and the presence of many community organizations and representatives at the event.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular August 15, 2017 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Black, Teeman, Hunt, Van Buskirk, Meyers, Moore, Myers, Greene

Nays: None

Absent: Alderman Aziere

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: A public hearing to consider an amendment to Chapter 50 related to the land use table.

2a. **SECOND READING: Bill No. 6447-17, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 107 (LAND USE TABLE) SECTION 2 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5566-17 AND ADOPTING AND INSERTING THE TABLE ATTACHED AS EXHIBIT "A" IN SECTION 2 AS THE LAND USE TABLE IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

The ordinance was read by title only by Teresa Henry, City Clerk.

Ray Haydaripoor, Community Development Director, remained for any discussion.

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Black, Mims, Hunt, Greene, Moore, Van Buskirk, Teeman, Myers, Meyers

Nays: None

Absent: Alderman Aziere

Became Ordinance 5579-17

Mayor McDonough closed the public hearing.

3. Public Hearing: A public hearing to consider text amendments to Chapter 50 of the Code of Ordinances.

3a. **SECOND READING: Bill No. 6448-17, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 4 (DEFINITIONS) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5571-17 AND ADOPTING AND INSERTING THE DEFINITIONS ATTACHED AS EXHIBIT "A" IN SECTION 2 FOR THE PURPOSE OF UPDATING ZONING DEFINITIONS IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

The ordinance was read by title only by Teresa Henry, City Clerk.

Ray Haydaripoor, Community Development Director, remained for any discussion.

Alderman Mims, seconded by Alderman Meyers, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Meyers, Greene, Myers, Black, Teeman, Hunt, Van Buskirk, Moore

Nays: None

Absent: Alderman Aziere

Became Ordinance 5580-17

Mayor McDonough closed the public hearing.

Alderman Aziere joined the meeting.

4. **Amended R-2994-17: AN AMENDED RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TAKE-HOME CITY-OWNED VEHICLE POLICY. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, remained available for any discussion.

Alderman Myers, seconded by Alderman Mims, made a motion to incorporate suggested wording from the Take-Home City Owned Vehicle policy and incorporate it into the City-Owned Vehicle Policy and shared an amended version on the dais.

After some discussion, Alderman Teeman, seconded by Alderman Myers, made a motion to strike the suggested sentence in the first paragraph relating to surveillance and/or undercover work vehicles.

Alderman Van Buskirk stated he would like some additional language, "and/or his designee", added to the end of the third paragraph. Alderman Teeman, amended his motion to add Alderman Van Buskirk's suggested language, and the second, Alderman Mims, approved.

Discussion detailed that the Police Department currently has fifteen (15) marked cars, two (2) marked motorcycles, twenty (20) unmarked cars and two (2) unmarked trailers.

There was also clarification made that under this policy, there would no longer be take home vehicles used by the City unless authorized by the City Administrator.

On the motion made by Alderman Teeman, seconded by Alderman Myers, to strike the suggested sentence in the first paragraph and insert "and/or his designee" to the end of the third paragraph. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Myers, Hunt, Van Buskirk, Meyers, Moore, Greene, Aziere, Mims, Black

Nays: None

On the motion made by Alderman Myers, seconded by Alderman Mims, to incorporate the suggested wording from the Take-Home City Owned Vehicles policy into the City-Owned Vehicle Policy so that there would only be one vehicle policy contained in the Personnel manual. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Mims, Van Buskirk, Hunt, Teeman, Greene, Moore, Aziere, Black, Meyers

Nays: None

5. **R-3019-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$42,950.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Jim Lynch, Police Chief, remained available for any discussion.

The Police Department's technology representative was not available to attend the meeting, and Chief Lynch requested the item be tabled until the next Board meeting. The representative is expected to provide information comparing the system specifications of the proposed items for purchase to similarly listed items sold at lower retail prices.

Alderman Greene, seconded by Alderman Black, made a motion to continue to a date certain of September 19, 2017. The motion was approved by a vote of 10-0.

Ayes: Aldermen Greene, Black, Meyers, Van Buskirk, Myers, Mims, Moore, Aziere, Hunt, Teeman
Nays: None

6. **R-3020-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF WORKSTATIONS AND EQUIPMENT FROM KNOLL OFF THE U.S. COMMUNITIES COOPERATIVE BID IN AN AMOUNT NOT TO EXCEED \$22,829.72 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Jim Lynch, Police Chief, stated that these funds are no longer being requested, and remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to table indefinitely. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Mims, Hunt, Teeman, Moore, Greene, Black, Aziere, Myers, Meyers
Nays: None

NEW BUSINESS

7. **R-3021-17: A RESOLUTION** A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED AUGUST 1, 2017 RELATING TO SECTION 1–IN GENERAL. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, explained that this resolution tightens language regarding the bereavement policy's definition of family, and remained available for any discussion.

The Board thanked City staff for their steadfast effort to update the Personnel Manual over this extended period of time.

Alderman Teeman, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Mims, Moore, Aziere, Hunt, Van Buskirk, Black, Meyers, Greene, Myers
Nays: None

8. **Public Hearing:** A public hearing to establish the annual property tax levy rate for the year 2017.

8a. **FIRST READING: Bill No. 6449-17, Section VIII: AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2017.** Point of Contact: Breana Burrichter, Finance Director.

Mayor McDonough opened the public hearing.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Finance Director, remained available for any discussion.

Alderman Teeman, seconded by Alderman Moore, made a motion to table to a date certain of September 19, 2017. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Moore, Greene, Van Buskirk, Hunt, Meyers, Aziere, Mims, Black, Myers
Nays: None

Mayor McDonough closed the public hearing.

ADJOURNMENT

Alderman Myers, seconded by Alderman Moore, made a motion to adjourn. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Moore, Black, Hunt, Aziere, Greene, Meyers, Van Buskirk, Mims, Teeman
Nays: None

The meeting adjourned at 6:56 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: September 13, 2017
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-3019-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: A resolution approving combined purchases in excess of \$15,000.00 with Dell Corporation, a single vendor.

Recommendation: Approve the resolution.

Analysis: The Police Department utilizes an IT replacement scheduled that is an annual recurring list of equipment for IT items reaching their useful service life. The new equipment is to ensure infrastructure reliability and mitigate large IT expenses in any single year.

The Department frequently purchases workstations, laptops, servers, network security appliances and other IT equipment from Dell Corporation via special government pricing, MHEC Contract Number MHEC-07012015.

The Police Department anticipates spending approximately \$42,950.00 this budget year with Dell. This is a budgeted expense for IT equipment and all the items scheduled to be purchased were approved by the Sales Tax Oversight Committee and found to meet the intent of the designated tax.

The computer equipment to be purchased replaces existing equipment that is approaching end of life. The laptop to be replaced was originally purchased in 2010 and all the workstations to be replaced have been in service ranging from four to seven years.

The server that is scheduled to be replaced has been in service for four years. The cost of a server is determined by the specifications of the particular piece of equipment. In part, the specs include the amount of memory capacity, manageability, connectivity and storage. The server must be able to operate multiple virtual servers on one physical server.

Alternatives: Not purchase the IT equipment and risk equipment failure.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$42,950.00
Account Numbers: PSST- 207-32-00-100-53500 \$ 3,150.00
PSST- 207-32-00-100-52250 \$ 8,500.00
Capital - 205-32-00-100-53250 \$ 31,300.00
Department: Police
Funds: Capital Improvement Sales Tax
Public Safety Sales Tax

Additional Reports Attached: MHEC-07012015 Contract and Dell Quote

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$42,950.00 FOR FISCAL YEAR 2016-2017

WHEREAS, all departments within the City of Raytown purchase computer equipment and supplies in the normal course of business; and

WHEREAS, the City has determined that the most efficient manner in which to utilize its purchasing power to obtain such computer equipment and supplies is to utilize a purchasing conglomeration; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and the Public Safety Sales Tax and such expenditure has been reviewed and on July 18, 2017 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed \$42,950.00; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed \$42,950.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

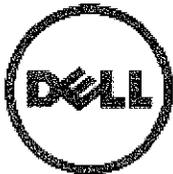
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



A quote for your consideration!

Total:\$5,833.47

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:
3000016292045.1

Quote date:
Aug. 8, 2017

Quote expiration:
Sep. 7, 2017

Company name:
RAYTOWN POLICE DEPT

Customer number:
144823536

Phone:
(816) 737-6022

Sales rep information:
Ralph Oliphant
Ralph_Oliphant@Dell.com
(800) 456-3355
Ext: 7250090

Bill to:
RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN
MO 64133-3993
US
(816) 737-6022

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell Latitude 7480	1	\$1,735.35	\$1,735.35
OptiPlex 7050 SFF	1	\$1,334.58	\$1,334.58
OptiPlex 7050 SFF	2	\$1,103.79	\$2,207.58
Dell 20 Monitor - P2017H	4	\$138.99	\$555.96

DBC as low as \$176.00 / month^

Subtotal:	\$5,833.47
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$5,833.47
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,833.47

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Ralph Oliphant

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: CANDICE SCHWARZ	Shipping phone: (816) 737-6022	Shipping via: Standard Ground	Shipping Address: 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7480	1	\$1,735.35	\$1,735.35
	Estimated Delivery Date: Aug. 14 - Aug. 17, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AKXV	Dell Latitude 7480	1	-	-
379-BCSY	7th Generation Intel Core i7-7660U (Dual Core, 2.50Gz, 4MB cache)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BKXN	Intel HD Graphics 640 with Thunderbolt 3 with Core i7 vPro	1	-	-
409-BCUJ	Intel Rapid Storage Technology	1	-	-
631-ABFZ	No Out-of-Band Systems Management	1	-	-
370-ADHW	16GB (1x16GB) DDR4 Memory	1	-	-
400-AOQO	128GB M.2 2280 SSD	1	-	-
391-BDBF	14" HD (1366 x 768) Anti-Glare, Camera & Mic, WLAN/WWAN Capable	1	-	-
583-BCUS	Internal US English Qwerty Backlit Dual Pointing Keyboard	1	-	-
570-AADK	No Mouse	1	-	-
555-BDFV	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	1	-	-
555-BCMW	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	1	-	-

362-BBBB	No Wireless WAN Card	1	-	-
451-BBYE	Primary 4-cell 60W/HR Battery	1	-	-
492-BBXF	65W AC Adapter, 3-pin	1	-	-
346-BCDG	Dual Pointing, 82 key with Smartcard only with Thunderbolt 3	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
817-BBBB	No FGA	1	-	-
537-BBBD	E5 Power Cord (US)	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
430-XXYG	No Resource DVD	1	-	-
460-BBEX	No Carrying Case	1	-	-
340-BKIB	Quick Referece Guide, Windows 10, English/French, Latitude 7480	1	-	-
452-BBSE	No Docking Station	1	-	-
387-BBMF	Energy Star 6.1	1	-	-
340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
389-BCGW	No UPC Label	1	-	-
389-BLST	Intel(R) Core(TM) i7 Label	1	-	-
340-AAPP	Direct ship Info Mod	1	-	-
340-BKHT	SHIP,NBK,7480,WW,MIN-CONFIG	1	-	-
340-ADFZ	Dell Power Manager	1	-	-
409-BCUK	Latitude 7480 Software Driver	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
389-BEYY	Regulatory Label included	1	-	-
800-BBGU	BTO Standard Shipment (VS)	1	-	-
620-AAOH	No Media	1	-	-
389-BDBY	No Label	1	-	-
804-2167	Dell Limited Hardware Warranty Plus Service	1	-	-
804-2179	ProSupport: Next Business Day Onsite, 5 Years	1	-	-
804-2180	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	1	\$1,334.58	\$1,334.58

Estimated Delivery Date: Aug. 14 - Aug. 17, 2017

Contract Code: 99AGZ

Customer Agreement No: MHEC-07012015

338-BKYX	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
329-BDHJ	OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	1	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	1	-	-
370-ADJS	16GB (2x8GB) 2400MHz DDR4 Memory	1	-	-
631-ABGH	No Out-of-Band Systems Management	1	-	-
400-AOVM	2.5 inch 512GB SATA Class 20 Solid State Drive	1	-	-
401-AANH	2nd Hard Drive: not included	1	-	-
631-ABGL	Intel Ready Mode Technology	1	-	-
817-BBBN	NO RAID	1	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	1	-	-
429-AAJV	Tray Loading Dual Layer DVD Burner	1	-	-
658-BBTV	CMS Essentials DVD no Media	1	-	-
555-BBKH	No Bcom required	1	-	-
555-BBFO	No Wireless	1	-	-
385-BBJV	SD Card Reader with SD Front Bezel	1	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	1	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
817-BBBB	No FGA	1	-	-
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	1	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	1	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	1	-	-
340-ABJI	No Diagnostic/Recovery CD media	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
332-1286	US Order	1	-	-
340-BKPS	MOD,PLCMT,QSG,7050,SFF,DAO	1	-	-
461-AABF	No CompuTrace	1	-	-
329-BBJL	TPM Enabled	1	-	-
575-BBBI	No Integrated Stand option	1	-	-
470-AAJL	NO ADAPTER	1	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
340-BKFK	Ship Material for Opti 5050 SFF	1	-	-
389-BBUU	Shipping Label for DAO	1	-	-
461-AABV	No Accessories	1	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	1	-	-
389-BCGW	No UPC Label	1	-	-
555-BBFO	No Wireless	1	-	-

389-BLST	Intel(R) Core(TM) i7 Label	1	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	1	-	-
812-3900	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
812-3910	ProSupport: Next Business Day Onsite 5 Years	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1	-	-
817-BBBC	Not selected in this configuration	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	2	\$1,103.79	\$2,207.58

Estimated Delivery Date: Aug. 14 - Aug. 17, 2017

Contract Code: 99AGZ

Customer Agreement No: MHEC-07012015

338-BKYY	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	2	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	2	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	2	-	-
329-BDHJ	OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	2	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	2	-	-
370-ADJU	8GB (1x8GB) 2400MHz DDR4 Memory	2	-	-
631-ABGH	No Out-of-Band Systems Management	2	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	2	-	-
401-AANH	2nd Hard Drive: not included	2	-	-
631-ABGL	Intel Ready Mode Technology	2	-	-
817-BBBN	NO RAID	2	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	2	-	-
429-AAJV	Tray Loading Dual Layer DVD Burner	2	-	-
658-BBTV	CMS Essentials DVD no Media	2	-	-
555-BBKH	No Bcom required	2	-	-
555-BBFO	No Wireless	2	-	-
385-BBJV	SD Card Reader with SD Front Bezel	2	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	2	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	2	-	-
634-BENZ	No DDP ESS Software	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
817-BBBB	No FGA	2	-	-
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	2	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	2	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	2	-	-
340-ABJI	No Diagnostic/Recovery CD media	2	-	-

525-BBCL	SupportAssist	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2	-	-
658-BBRB	Waves Maxx Audio	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	2	-	-
332-1286	US Order	2	-	-
340-BKPS	MOD,PLCMT,QSG,7050,SFF,DAO	2	-	-
461-AABF	No CompuTrace	2	-	-
329-BBJL	TPM Enabled	2	-	-
575-BBBI	No Integrated Stand option	2	-	-
470-AAJL	NO ADAPTER	2	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	2	-	-
620-AALW	OS-Windows Media Not Included	2	-	-
340-BKFK	Ship Material for Opti 5050 SFF	2	-	-
389-BBUU	Shipping Label for DAO	2	-	-
461-AABV	No Accessories	2	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	2	-	-
389-BCGW	No UPC Label	2	-	-
555-BBFO	No Wireless	2	-	-
389-BLST	Intel(R) Core(TM) i7 Label	2	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	2	-	-
812-3900	ProSupport: 7x24 Technical Support, 5 Years	2	-	-
812-3910	ProSupport: Next Business Day Onsite 5 Years	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	2	-	-
817-BBBC	Not selected in this configuration	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 20 Monitor - P2017H	4	\$138.99	\$555.96
	Estimated Delivery Date: Aug. 17 - Aug. 22, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AIII	BASE,DIS,MON,P2017H,DAO	4	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	4	-	-
806-2763	Dell Limited Hardware Warranty	4	-	-

Subtotal:	\$5,833.47
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,833.47



A quote for your consideration!

Total: \$13,857.20

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000016181430.1	Quote date: Aug. 3, 2017	Quote expiration: Sep. 2, 2017	Solution ID: 8440658	Deal ID: 14254796
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Company name: RAYTOWN POLICE DEPT	Customer number: 144823536	Phone: (816) 737-6105
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Sales rep information: Sonia Moore Sonia_L_Moore@DELL.com (800) 456-3355 Ext: 7250077	Bill to: RAYTOWN POLICE DEPT 10000 E 59TH ST RAYTOWN MO 64133-3915 US (816) 737-6105
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Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730 - [dellstar_1356]	1	\$13,857.20	\$13,857.20

Subtotal:	\$13,857.20
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$13,857.20
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$13,857.20

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Sonia Moore

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: DOUG GOODE	Shipping phone: (816) 737-6105	Shipping via: Standard Ground	Shipping Address: 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730 - [dellstar_1356]	1	\$13,857.20	\$13,857.20
	Estimated Delivery Date: Aug. 15 - Aug. 18, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADM	PowerEdge Server FIPS TPM 2.0	1	-	-
350-BBIL	Chassis with up to 16, 2.5 Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
338-BJCX	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJZ	RAID 1+RAID 5 for H330/H730/H730P (2 + 3-14 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P RAID Controller, 2Gb NV Cache,	1	-	-

Minicard				
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAPU	DVD ROM, SATA, INTERNAL	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
634-BILI	Windows Server 2016 Datacenter,16CORE,Factory Installed, No Media,UnLTD VMs,NO CALs	1	-	-
634-BILF	Windows Server 2016 Datencenter,16CORE,Media Kit	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
374-BBHS	R730 PCIe Riser 1 Filler Blank, Right	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8725	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	1	-	-
976-8726	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	6	-	-
400-AJPK	300GB 10K RPM SAS 2.5in Hot-plug Hard Drive	2	-	-
400-AJRH	600GB 15K RPM SAS 2.5in Hot-plug Hard Drive	6	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
634-BILJ	MS2016 DC Edition, Additional License,2CORE,NO MEDIA/KEY	2	-	-

Subtotal:	\$13,857.20
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$13,857.20

P017-09340



Pro-Forma Invoice: P2005770008024

RAYTOWN POLICE DEPT

Here's your Pro Forma invoice.

Please find your invoice details below.

Invoice Details

Invoice Date
3/30/2017 12:00:00 AM

Invoice Number
P2005770008024

SalesRep Name:
RALPH OLIPHANT

Billing Details

Bill To Address
10000 E 59TH ST

Company Name
-RAYTOWN POLICE DEPT

City
RAYTOWN

State
MO

Zip Code
64133-3915

Price Summary

Description	Quantity	Unit Price	Subtotal Price
VLA VMWARE PROD SUP VSPHERE STOR APPL INSTANCE	1	\$854.33	\$854.33
VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	6	\$315.73	\$1,894.38
VLA VMWARE PROD SUP/SUB VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 1YR	1	\$1,465.26	\$1,465.26

Subtotal:	\$4,213.97
Taxes	\$0.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Total	\$4,213.97

Dear Customer,

Your invoice is detailed below; please review the invoice for product and information accuracy.

If you find errors or desire changes, please contact me as soon as possible.

Regards,
RALPH OLIPHANT

Payment Details

Payment Method	Total
Net Terms	\$4,213.97

Product Details for Order Number : 203164511

Shipping Details		Product Price Details	
Shipping Contact:	CANDICE SCHWARZ	Subtotal:	\$4,213.97
Shipping Phone No:	1 (816) 7376105	Taxes	\$0.00
Shipping via:	Standard Ground	Shipping:	\$0.00
Shipping Address:	10000 E 59TH ST	Environmental Fees:	\$0.00
	RAYTOWN	Total	\$4,213.97
	MO 64133-3915		
	US		

Description	Quantity	Unit Price	Subtotal Price
VLA VMWARE PROD SUP VSPHERE STOR APPL INSTANCE	1	\$854.33	\$854.33
Estimated Delivery Date: Apr. 2, 2017			

Contract Code: 70137

Description	Quantity	Unit Price	Subtotal Price
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VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	6	\$315.73	\$1,894.38
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Estimated Delivery Date: Apr. 2, 2017

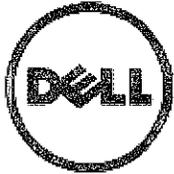
Contract Code: 70137

Description	Quantity	Unit Price	Subtotal Price
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VLA VMWARE PROD SUP/SUB VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 1YR	1	\$1,465.26	\$1,465.26
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Estimated Delivery Date: Apr. 2, 2017

Contract Code: 70137



Here's the quote you requested!

Total:\$5,481.88

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:
3000006494242.1

Quote date:
Jan. 10, 2017

Quote expiration:
Feb. 9, 2017

Company name:
RAYTOWN POLICE DEPT

Customer number:
144823536

Phone:
(816) 737-6105

Sales rep information:
Ralph Oliphant
Ralph_Oliphant@Dell.com
(800) 456-3355
Ext: 7250090

Bill to:
RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN
MO 64133-3915
US
(816) 737-6105

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	\$5,481.88	\$5,481.88
Subtotal:			\$5,481.88
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$5,481.88
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$5,481.88

Shipping Group 1

Shipping Contact: DOUG GOODE	Shipping phone: (816) 737-6105	Shipping via: Lowest Cost	Shipping Address: 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	\$5,481.88	\$5,481.88
	Estimated Delivery Date: Jan. 19 - Jan. 24, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
A6929873	Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	-	-

Subtotal:	\$5,481.88
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$5,481.88
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,481.88



Here's the quote you requested!

Total:\$5,699.29

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:
3000005995303.1

Quote date:
Jan. 3, 2017

Quote expiration:
Feb. 2, 2017

Company name:
RAYTOWN POLICE DEPT

Customer number:
144823536

Phone:
(816) 737-6105

Sales rep information:
Ralph Oliphant
Ralph_Oliphant@Dell.com
(800) 456-3355
Ext: 7250090

Bill to:
RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN
MO 64133-3915
US
(816) 737-6105

Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 7040 MT	3	\$1,780.17	\$5,340.51
Dell 22 Monitor - P2217H	2	\$179.39	\$358.78
Subtotal:			\$5,699.29
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$5,699.29
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$5,699.29

Shipping Group 1

Shipping Contact: DOUG GOODE	Shipping phone: (816) 737-6105	Shipping via: Lowest Cost	Shipping Address: 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7040 MT	3	\$1,780.17	\$5,340.51
	Estimated Delivery Date: Jan. 12 - Jan. 19, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	3	-	-
412-AAGU	Mini Tower Processor Heatsink 65 Watt	3	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	3	-	-
658-BDMR	Microsoft Office Professional 2016	3	-	-
370-ACKD	16GB (2x8G) 2133MHz DDR4	3	-	-
400-AJCL	M.2 512GB PCIe NVMe Class 40 Solid State Drive	3	-	-
412-AAGV	Thermal Pad, OptiPlex	3	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	3	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	3	-	-
325-BBRL	DVD+/-RW Bezel	3	-	-
429-AAJV	DVD-RW Drive (Reads and Writes to DVD/CD)	3	-	-
525-0132	Adobe Acrobat Standard DC	3	-	-
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	3	-	-
620-AALW	OS-Windows Media Not Included	3	-	-
575-BBBI	No Integrated Stand option	3	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	3	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	3	-	-
634-BENZ	No DDP ESS Software	3	-	-
954-3465	No DDPE Encryption Software	3	-	-
817-BBBB	No FGA	3	-	-
210-AFGI	OptiPlex 7040 Mini Tower XCTO	3	-	-
385-BBCR	No Media Card Reader	3	-	-
329-BCSE	OptiPlex 7040 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)	3	-	-
555-BBKH	No Bcom required	3	-	-
340-ASOH	Placemat Documentation	3	-	-

387-BBEZ	ENERGY STAR Version 6.0	3	-	-
631-AASO	Intel vPro Technology Enabled	3	-	-
555-BBFO	No Wireless	3	-	-
555-BBFO	No Wireless	3	-	-
800-BBIO	Desktop BTO Standard shipment	3	-	-
401-AANH	2nd Hard Drive: not included	3	-	-
389-BHJV	Intel Core i7 vPro Processor Label	3	-	-
332-1286	US Order	3	-	-
329-BBJL	TPM Enabled	3	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	3	-	-
389-BCGW	No UPC Label	3	-	-
461-AABF	No CompuTrace	3	-	-
551-BBBJ	No Intel Responsive	3	-	-
340-AJFC	Kickstart Product Registration	3	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	3	-	-
525-BBCL	SupportAssist	3	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	3	-	-
658-BBMQ	Enable Low Power Mode	3	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	3	-	-
658-BBNH	Waves Maxx Audio	3	-	-
658-BCUV	Dell Developed Recovery Environment	3	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	3	-	-
340-ABJI	No Diagnostic/Recovery CD media	3	-	-
389-BHMP	Reg Label, MT, MEX,EPA	3	-	-
817-BBBN	NO RAID	3	-	-
461-AABV	No Accessories	3	-	-
340-ARRJ	Shipping Material for System, Minitower, DAO	3	-	-
389-BBUU	Shipping Label for DAO	3	-	-
817-BBBC	Not selected in this configuration	3	-	-
470-AAJL	NO ADAPTER	3	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866- 516-3115	3	-	-
997-6870	Dell Limited Hardware Warranty Plus Service	3	-	-
997-6895	ProSupport: Next Business Day Onsite 3 Years	3	-	-
997-6915	ProSupport: 7x24 Technical Support, 3 Years	3	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	2	\$179.39	\$358.78
	Estimated Delivery Date: Jan. 12 - Jan. 17, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AIIF	Dell 22 Monitor - P2217H	2	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	2	-	-
806-2763	Dell Limited Hardware Warranty	2	-	-

Subtotal:	\$5,699.29
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$5,699.29
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,699.29

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKETING L.P.
EFFECTIVE JULY 1, 2015 through JUNE 30, 2018

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC member states, and Dell Marketing L.P., (hereinafter Dell) One Dell Way, Round Rock TX, 78682. For purposes of this Master Agreement MHEC and Dell are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the SREB Member States and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of SREB. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Dell offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for Network Hardware and Related Services in April 2014 and upon completion of the competitive process awarded Dell: Category 1: Network Equipment; and Category 2: Wireless Equipment; and

Whereas, MHEC conducted a competitive sourcing event for Computing Hardware and Related Services in August 2014 and upon completion of the competitive process awarded to Dell: Category 1: Desktop Hardware; Category 2: Laptop Hardware; Category 3: Tablet Devices; and Category 4: Server and Storage Hardware; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Dell agree as follows:

1. Definitions

Authorized Agents: refers to marketing agents, agents or order fulfillers authorized by Dell to provide Products and Services under this Master Agreement. Dell will list Authorized Agents on an internet site accessible to MHEC, its Member States and Eligible Organizations. Dell will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, Dell may require that firm to undergo re-approval.

Dell-branded Products: refers to any information technology products that are marked with the "Dell" brand, including all Standard Configurations thereof, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts added to the Dell-branded hardware products after they are shipped from Dell; (ii) accessories or parts added to the Dell-branded hardware products through Dell's Custom Factory Integration Services at Procuring Eligible Organization's request; (iii) accessories or parts that are not installed in the Dell factory; (iv) Third Party Software and Peripheral products; or (v) monitors, keyboards and mice, to the extent that they are not included in Dell's products listed online.

Documentation: refers to the any documentation made available by Dell to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Dell delivers to Procuring Eligible Organization under a Statement of Work.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire Products as defined in section Products and acquire Services as defined in section Services from Dell. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
2. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
3. All city, county, and other local governments located in a Member State, SREB Member State or WICHE Member State;
4. All state governments and their departments of a Member State, SREB Member State or WICHE Member State;
5. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible to acquire Products or Services pursuant to this Master Agreement. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Dell from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Dell in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination

shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Dell if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

Equipment: refers to Dell's full line of new or refurbished hardware for: a) network and related equipment and components, b) wireless and related equipment and components, c) desktops and related equipment and components, d) laptops and related equipment and components, e) tablet devices and related equipment and components, f) server and storage and related equipment and components; made available for sale by Dell to Eligible Organizations under this Master Agreement.

Large Order Negotiated Prices: refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Master Agreement Promotional Prices: refers to special prices that are offered nationally or regionally under this Master Agreement to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.

Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Price Agreement: refers to an indefinite quantity contract, which requires Dell to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of information technology Equipment, Software and Documentation Dell makes available under this Master Agreement.

Promotional Prices: refers to prices that Dell offers nationally or regionally to a specific category of customers intended to include similarly situated public entity and institutional Eligible Organizations for defined time periods in similar quantities and under the promotional price offer's defined terms and conditions.

Retail Price List: refers to the Dell's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master Agreement. The Retail Price List contains an item number, item description and the retail price for each Product. Retail Price List is set forth online at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf> and may be modified at any time.

Services: refers to the services offered by Dell under this Master Agreement including: pre-implementation de-sign, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. These services are as follows:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), asset management, and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and application development, and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
 - A. Software-as-a-service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.
 - B. Infrastructure-as-a-service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 - C. Platform-as-a-service (PaaS): refers to a computing platform being delivered as a service.
 - D. Storage-as-a-service: refers to a storage model where an entity rents or leases storage space.
 - E. Desktop-as-a-service (DaaS): refers to virtual desktop infrastructure (VDI).
 - F. Disaster recovery-as-a-service (DRaaS) refers to backup and restore data services.

Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.

Software: refers to Dell's full offerings of a) network related software, b) wireless related software, c) desktop related software, d) laptop related software, e) tablet devices related software, and f) server and storage related software made available under this Master Agreement. Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include software accessed by Eligible Organization through the Internet or other remote means (such as websites, portals, "hosted" and "cloud-based" solutions).

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell as Application Software.

Supplier: refers to Dell or an Authorized Agent.

Third Party Products: refers to any Equipment ("Third Party Equipment") or Software ("Third Party Software") other than parts that are Dell branded or originally listed as components of Dell-branded Products. Third Party Software is not considered components of Dell-branded Products.

Third Party Services: refers to any Services performed by someone other than Dell or its subcontractors.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. This Master Agreement is a Price Agreement. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Dell's Retail Price List at the prices stated herein. For Large Order Negotiated Prices, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement Promotional Price discounts that result in prices below those listed in the Product and Services Price List. Dell is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable. The substitute item must be at an equivalent or better technology level than the original product ordered, and at the same price. Failure to comply may result in return of merchandise at Supplier's expense.
- B. **Services:** Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.
- C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. All Products furnished will be subject to acceptance pursuant to the terms and conditions of Section 7.A ("Acceptance") by Procuring Eligible Organization after delivery. No substitutions or

cancellations are permitted without notification to the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.

- E. Procuring Eligible Organization may request in writing changes to an Order (“Change Request”) that Supplier has previously accepted up until the time Dell begins manufacturing the Products or performing the Services. In response to a Change Request, Supplier will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and Dell’s change order process.
- F. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.
- G. When Equipment purchased on this contract requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, Dell will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization’s site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization’s personnel identified on the purchase order.

4. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

5. Master Agreement Term

This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, for a period of three (3) years from the Effective Date. The Master Agreement may be mutually renewed for four (4) additional one-year terms, upon written agreement of the Parties, unless terminated pursuant to the terms of this Agreement.

6. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization’s state and/or institutional laws or regulations, the Eligible Organization and Dell may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization’s state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Dell may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Dell.

In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Mutually agreed upon Statement of Work (“SOW”) or Service Level Agreement (“SLA”)
- B. License terms applicable to the software license or software service purchased hereunder
- C. Executed addendum, not to include Purchase Orders, between Eligible Organization and Dell

- D. The terms and conditions of this Master Agreement or any MHEC-Dell addenda to this Master Agreement and its Exhibits
- E. The list of Products and Services contained in the Order

7. Payment Provisions

- A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Dell’s published specifications. No payment shall be made for any Products or Services until the Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Eligible Organization and Dell, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise the Products or Services shall be deemed accepted.
- B. **Return Policy.** Procuring Eligible Organization may return Dell branded products in accordance with the terms of Dell’s Return Policy as shown in Exhibit C. Restocking fees may apply. Restocking fees will be disclosed to the Procuring Eligible Organization when an RMA is requested.
- C. **Payment of Invoice.** Payments shall be delivered to Dell at the address shown on the invoice. Payments shall be made within thirty (30) days from the date of invoice. In the event that Dell is required to pursue the collection of past due amounts not subject to a good faith dispute between Dell and the Procuring Eligible Organization, Dell will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.
- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute (“Dispute Notice”) or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified “No Partial Shipment” on each purchase order.
- F. **Payment of Taxes.** The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Suppliers net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

8. Shipping

Dell shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery to Procuring Eligible Organization’s destination point. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Dell shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. Standard 3-5 day ground shipping will

be included in the price of the equipment. All equipment must be shipped fully configured with the required memory, components, and selected or specified operating system, unless as otherwise noted.

9. Product Delivery

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement for cause. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.
- C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

10. Price Guarantees

The Procuring Eligible Organization shall pay the lower of the prices contained in the Master Agreement, Announced Master Agreement Promotional Price, Dell's publically announced Promotional Price (provided that the Procuring Eligible Organization notifies Dell of the applicability of a specified Promotional Price), or Large Order Negotiated Price at the time of Order (provided that, with respect to the applicability of Large Order Negotiated Prices, such Procuring Eligible Organization is a party to the Large Order Negotiated Price negotiations and the purchase is part of the project for which the Large Order Negotiated Price was negotiated). When Eligible Organizations purchase under this Master Agreement, Dell shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this Provision is applied, this Master Agreement contract number shall be referenced in the Supplier's quote.

11. Product Pricing

Dell agrees to maintain Product Pricing in accordance with the following provisions:

- A. Retail Price List for all Equipment, Software and Documentation will be set forth at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf> Changes to retail prices generally take effect immediately, and Dell reserves the right to change retail prices at any time.
- B. Discount Percentage Pricing: The prices for Products are the Retail Price List less applicable discount as specified in Exhibit A. Except as set forth in Section 10 "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentages set forth in Exhibit A shall remain firm during the term of this Master Agreement. Dell shall add new Product(s) to Retail Price List as

new Product(s) become available for sale. The pricing for all new Products shall be at the price discount levels provided herein, or as agreed to by the Parties.

- C. Dell may revise or discontinue Product offerings at any time without prior notice to MHEC. A change in a Product may occur between the time that Procuring Eligible Organization orders a Product and the time that Dell ships the Product. As a result, Products shipped may display minor differences from the Products Procuring Eligible Organization ordered, but they will meet or exceed all material specifications of the Products Procuring Eligible Organization ordered.
- D. Quarterly Reviews and Product Roadmaps: Dell agrees to meet with MHEC on at least a quarterly basis to discuss Product Roadmaps, which will consist of a six-month forecast of any Products, including the specific configuration bundles for which Eligible Organizations receive special pricing. Dell targets an 18-month lifecycle for its standard platforms and often exceeds this goal. In addition, standard platforms offer a minimum 60-90 day overlap between a system that is due to become end-of-life and its successor. Dell agrees to provide advance notice of introduction, transition, and end-of-life information for Products, system platforms, peripherals, and software. In addition, at such Quarterly Reviews, Dell agrees to work with MHEC to identify configurations, bundles, and/or promotional pricing that would provide the most value under this Master Agreement and/or to specific Procuring Eligible Organization(s). Configurations, bundles, and/or promotional pricing will be offered and continuously available throughout the term of this Master Agreement.
- E. Products purchased shall be new, current models manufactured with 100% new OEM parts. All Products should be offered in current production as of the date of the award. For purpose of this contract, "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Dell will delete obsolete and discontinued Products from the Retail Price List on a timely basis.
- F. Prices will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals.

12. Services Pricing

Dell agrees to maintain the Service Pricing in accordance with the following provisions:

- A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the pricing will be as described in the Products Section for Discount Percentage Pricing, and the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 10, "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.
- B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Dell and Procuring Eligible Organization and as set forth in a Dell quote or an applicable SOW or negotiated agreement.
- C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.
- D. Dell may offer a direct or indirect leasing program as a financial Service under a separate leasing agreement.
- E. Any purchase by Procuring Eligible Organizations of IT as a Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, which is

available for review at www.dell.com/termsandconditions or any other negotiated agreement between Eligible Organization and Dell.

13. License and Proprietary Rights

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. For Dell-branded System Software, Procuring Eligible Organization's use of such Software is subject to the Dell-branded System Software End User License Agreement (EULA) as set forth in Exhibit B, attached hereto. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

14. Proprietary Rights

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

15. Warranties

- A. **Equipment:** Dell warrants that any Dell branded products shall be free from defects in material and workmanship under normal use, will conform to the specifications within the product documentation accompanying the product, and that the Equipment shall remain in good working order for the applicable warranty period from the date of Invoice. The applicable warranty period will be determined by such factors as the type of Warranty or Product purchased. If any Equipment is not as warranted in this Section, then Dell shall repair or replace the Equipment in accordance with the applicable warranty. In repairing or replacing any Equipment or part of any Equipment under this warranty, Dell may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment. For any Equipment or parts thereof repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the remainder of the original warranty period. If, Dell determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then Dell may, in its sole discretion, refund to Procuring Eligible Organization the price of the Equipment.
- B. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE APPLICABLE PRODUCT OR SERVICE DOCUMENTATION, DELL (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "DELL PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) RELATING TO THIRD-PARTY PRODUCTS; OR (c) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION, INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.
- C. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL

(INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

- D. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO PROCURING ELIGIBLE ORGANIZATION IN PROCURING ELGIBILE ORGANIZATIONS'S JURISDICTION WILL APPLY TO PROCURING ELIGIBLE ORGANIZATION, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- E. **HIGH-RISK DISCLAIMER:** DELL SHALL NOT BE LIABLE TO THE PROCURING ELIGIBLE ORGANIZATION FOR USE OF THE SOLUTION IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OR MALFUNCTION OF THE SOLUTION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. SUCH USE IS AT PROCURING ELIGIBLE ORGANIZATION'S OWN RISK, EVEN IF DELL KNOWS OF SUCH USE, AND DELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.
- F. **Services:** Dell represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Dell employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Services will be decided on a case by case basis and be mutually agreed upon in a SOW.
- G. **Third-Party Products and Services Warranties:** Dell does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third Party Products and Services.
- H. Dell warrants that Procuring Eligible Organization shall acquire good and clear title to Dell-branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non-Dell branded Products, Dell warrants that it has the right to provide such Products to the Procuring Eligible Organization.
- I. **Environmental Factors:** Many Eligible Participants are committed to promoting environmentally sound procurement, usage and disposal methods which are in compliance with State, County, and Municipal regulations. Dell agrees to maintain for the term of this Master Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.
 - A. **Takeback/Recycling of Equipment.** Costs are as listed on the Retail Price List subject to applicable discounts.

- B. Environment: Compliance with the following standards applicable to IT providers in the United States: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, and TCO.
- C. Product labeling of compliance with Items B above, as well as identification of such information on the web site.

16. Termination

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell of any warranty or other service obligations incurred under the terms of this Master Agreement.
- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

17. Non-Appropriation

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Dell and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Dell a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Dell will be paid by the Procuring Eligible Organization.

18. Records and Audit

Dell agrees to maintain records directly related to the Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which may be initiated no more than twice annually, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

19. Independent Contractor

Dell, its agents, and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Dell has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

20. Patent, Copyright, Trademark and Trade Secret Indemnification

Dell will indemnify, defend and hold MHEC and Eligible Organization harmless from any third party claim that any Dell-branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. Dell will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Dell to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Dell will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve Dell from its obligations to defend and indemnify MHEC and Eligible Organizations.

With respect to any claim that Non-Dell branded Product(s) or Service(s) infringes upon another person's or entity's patent, copyright, trade secret or other intellectual property rights in the United States, Dell agrees to pass through to the appropriate Eligible Organization any rights to indemnification protection for which Dell currently or subsequently has in place with the manufacturer, licensor and publisher.

21. Indemnification

Dell will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Dell, Dell's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Dell

written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Dell will coordinate with state's attorney general as required by state law. Dell will control the defense of any such claim or action at Dell's own expense. MHEC and/or Eligible Organization agree that Dell may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Dell with all reasonable assistance that Dell may require.

22. Limitation of Liability

Dell shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of \$500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by Dell's negligence or willful misconduct. NEITHER DELL, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

23. Confidentiality

- A. While Dell is providing Services hereunder, Eligible Organization or Dell may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 23 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Dell agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third

party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

- B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Dell of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
- C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between Dell and the third party.
- D. If a separate, written nondisclosure agreement exists between Eligible Organization and Dell, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.
- E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Dell agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

24. FERPA (and Other Privacy Laws)

Where applicable to the scope of services Dell is providing, and only to the extent directly applicable to Dell and its Services, Dell agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to Dell subject to aforementioned privacy laws, Eligible Organization agrees to advise Dell of the disclosure of such information; and Eligible Organization represents and warrants to Dell that it has obtained any required consents to disclose such information. In addition, to the extent that Dell is or becomes a Business Associate as defined in HIPAA, both Parties acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, Dell is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide Dell with access to those particular education records in which Dell has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible

Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safe guards to protect the security, confidentiality and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

25. Amendments

Except as provided for in Section 6 "Order of Preference"; Section 12 "Product Pricing"; and Section 13 "Service Pricing"; this Master Agreement shall only be amended by written instrument executed by the Parties.

26. Scope of Agreement

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

27. Invalid Term or Condition

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

29. Web Site Maintenance

Dell agrees to maintain and support Internet website(s) for access to the Retail Price List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Dell will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Dell shall notify MHEC when there are additions and/or deletions made to the list of Authorized Resellers.

30. Equal Opportunity Compliance

Dell agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, Dell agrees that it does not discriminate, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap. If Dell is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, Dell agrees to take appropriate steps to correct these deficiencies.

31. Compliance with Law

Dell shall comply with all applicable laws and governmental regulations, which by their terms, apply to Dell's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

32. Applicable Law

- A. As between Eligible Organization and Dell, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.
- B. As between MHEC and Dell this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
- C. As between Eligible Organization, MHEC, and Dell this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

33. Conflict of Interest

Dell warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest.

34. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Dell from employing a subcontractor in carrying out its obligations under this Master Agreement. Dell's use of such subcontractors will not release Dell from its obligations under this Master Agreement.

35. Survival

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty

and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

36. Notification

- A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To Dell:
MHEC	Dell Marketing LP
105 Fifth Avenue South	One Dell Way
Suite 450	Mailstop RR 1-33
Minneapolis, Minnesota 55401	Round Rock, Texas 78682
Attn: Nathan Sorensen	Attn: Contract Manager
Facsimile: 612-767-3353	Fax: 512-283-9092

Changes in the above information will be given to the other Party in a timely fashion.

- B. **To Eligible Organization:** Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice submitted to Eligible Organization.

37. Administrative Reporting and Fees

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one fourth of one percent (0.25%) of the net Product and Service sales for that quarter period (the “Fee”). MHEC, from time to time may provide a written request to Dell to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

38. MHEC Not Liable For Eligible Organizations

MHEC is not liable to Dell for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Dell, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully perform pursuant to the terms and conditions of the Master Agreement.

39. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Dell will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, Supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

40. Marketing

Dell will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place Orders.

41. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Dell in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise Dell on the effectiveness of its implementation progression. At the very least there will be an annual meeting between Dell and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

42. Force Majeure.

Neither Dell nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

43. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State law applicable to the Eligible Organization. Nothing herein will be construed to prevent any breach of contract claim under this Master Agreement.

44. Compliance with Laws and Export.

A. **Compliance with Laws.** Procuring Eligible Organization and Dell agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be

subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell also may require export certifications from Procuring Eligible Organization for Procuring Eligible Organization-provided software. Dell's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell is not liable for delays or failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

- B. **Regulatory Requirements.** Dell is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local regulatory requirements of the country to which such Products, Software and Services are to be delivered or performed, and Dell shall not be obligated to provide any Products, Software and Services where the resulting Products, Software and Services is prohibited by law or does not satisfy the local regulatory requirements.
- C. **Excluded Data.** Procuring Eligible Organization acknowledges that no part of the Products, Software and Services is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) except for personally identifiable information referenced in Section 23, personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

45. Miscellaneous.

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Dell may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

**Midwestern Higher Education
Commission**

Dell Marketing L.P.

Signature: Larry Isaak

Lauren Newberry

Name: Larry Isaak

Lauren D. Newberry

Title: President

Contracts Consultant

Midwest Higher Education Compact

Dell Marketing L.P.

Address: 105 Fifth Avenue South Suite 450

One Dell Way, RR 8-07

Minneapolis, Minnesota, 554401

Round Rock, Texas 78682

Date: 6-17-15

June 17, 2015

Exhibit A – Discount Category Pricing

Dell Pricing Level Discount Matrix (“Matrix”):

Product Category	Product Category Classifications	MHEC Discount
A	Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches; Dell Wyse	14.0%
F	Selected Toner	1.5%
H	Base Ships Fast SKUs (Latitude, Optiplex, and Precision); Non-configurable/stocked Dell-branded Products (e.g., Smart Selection), Future Products to be Determined.	6.0%
M	3rd Party Software & Peripherals - Mainstream Products	6.0%
O	Selected service on PowerEdge departmental servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	13.25%
R	Selected Services such as On-site – Next Business Day, On-site (extended yrs), Critical Care On-site Service (all yrs); and other svcs	5.0%
S	Selected Inspirons; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL	3.0%
U	Spare Parts	0.5%
V	Peripherals and Services with discounts that vary based upon the system in which the item is installed	Varies per base sku
X	Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software & Peripherals; Non-Discountable Products	0.5%
Z	Selected Inspirons; Vostro Desktops & Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service (except where contractually required)	0.5%
Z1 and Z5	Non-discountable Service	0.0%

The product classifications identified above are in place as of the Effective Date of this Agreement. These classifications affect Dell Public Sector customers and Dell may change product availability or classification category for all customers without notice. Reference the Dell Retail Price List to verify the applicable Product Category for each sku on Dell’s Quote. The descriptions herein are general in nature and are not all inclusive. Any product category not listed herein shall be deemed a non-discountable product or service offering and receive zero percent contractual discount.

Revenue Gates

Dell will offer the following discounts associated with single transactions.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Purchase Order	Category A Discount in addition to the Initial Pricing Level Discount
\$50,000	\$99,999	Greater than or equal to 1%
\$100,000	\$199,999	Greater than or equal to 2%
\$200,000	\$499,999	Greater than or equal to 4%
\$500,000	\$999,999	Greater than or equal to 6%
\$1,000,000	No Maximum	Greater than or equal to 8%

Dell will offer the following discounts associated with cumulative purchases under the MHEC contract.

During the course of the Master Agreement Dell shall increase the base Category A discount by ½% within fifteen business days after submission of quarterly reporting period indicating sales threshold of \$2B / \$4B / \$6B has been achieved.

Exhibit B. Dell-branded System Software End User License Agreement (EULA)

This EULA is for System Software. System Software provides basic hardware functionality and platforms for applications to run (like firmware and BIOS), manages products in which it is embedded and includes software specifically designated by Dell.

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DELL PRODUCTS L.P., A TEXAS LIMITED PARTNERSHIP, OR DELL GLOBAL B.V. (SINGAPORE BRANCH), THE SINGAPORE BRANCH OF A COMPANY INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY ON BEHALF OF ITSELF, DELL INC. AND DELL INC.'S DIRECT AND INDIRECT SUBSIDIARIES (COLLECTIVELY, "DELL"). THIS AGREEMENT GOVERNS ALL SOFTWARE ("SOFTWARE") AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL SOFTWARE (COLLECTIVELY "UPDATES") AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF DELL UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE "SOFTWARE" SHALL MEAN COLLECTIVELY THE SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. THIS EULA, IN AND OF ITSELF, DOES NOT ENTITLE YOU TO ANY UPDATES AT ANY TIME IN THE FUTURE. BY EXPRESSLY ACCEPTING THESE TERMS OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE ANY OF THE SOFTWARE AND YOU MUST PROMPTLY RETURN THE SOFTWARE; AND WHERE SOFTWARE WAS LOADED BY OR ON BEHALF OF DELL AS INCLUDED IN YOUR PURCHASE OF SPECIFIC HARDWARE (INCLUDING COMPONENTS OR ASSEMBLIES), YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE AS DIRECTED BY DELL OR ITS RESELLER (IF APPLICABLE) FOR A FULL REFUND. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY.

1. License. Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), Dell hereby grants you a limited, personal, nonexclusive, and except as otherwise set forth in Section 6 below, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by Dell (e.g., as set forth in the applicable Dell sales quote or invoice), or on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

2. License Limitations and Conditions. This license is conditioned upon Dell receiving your timely payment of any fees or royalties applicable to the Software or to any hardware in which the Software may be loaded. You may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 "License" above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to

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3. Rights Reserved. THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.

4. Restrictions. Except as otherwise provided herein or expressly agreed by Dell, you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this EULA, and you are liable for any breach of this EULA by such third party (a "Permitted Third Party"); (C) copy, reproduce, republish, upload, post or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G) use the Software to create a competitive offering; or (H) share or publish the results of any benchmarking of the Software without Dell's prior written consent. You may not, and will not allow a Permitted Third Party to, use the Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. Compliance. Upon request by Dell, you will certify in writing that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. As long as You own the hardware system which the Software is loaded, You grant Dell, or an agent selected by Dell, the right to perform, during normal business hours, a reasonable audit of your compliance with this EULA. You agree to cooperate and provide Dell with all records reasonably related to your compliance with this EULA.

6. Transferability. You have the limited right to transfer Software on a permanent basis as part of the

sale or transfer of the hardware system on which the Software is loaded, provided that: (i) you retain no copies of any version of the Software, (ii) the transfer includes the most recent update and all prior versions of the Software.

7. Support and Subscription Services Not Included. Dell does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may be located at www.dell.com/servicecontracts/global.

8. Termination. Dell may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if Dell does not receive timely payment for the licenses to the Software or for the hardware to which Software is loaded, if any. In addition, Dell may terminate any license to Software distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to comply with any of its terms or if the license term ends. You may terminate this EULA at any time on written notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of this EULA, as well as obligations for payment, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. Dell will not have any obligation upon the termination of this EULA to refund any portion of any license fee.

9. Export, Import and Government Restrictions. The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-users. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein. Contractor/manufacturer is Dell Products L.P., One Dell Way, Round Rock, Texas, 78682.

10. Warranty; Disclaimer of Warranty. Dell warrants that the software media, if any, will be free from defects in materials and workmanship under normal use for 90 days from the date you receive them and warrants the Software will conform to the specifications within the documentation accompanying the Software for a period of 30 days. DELL MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

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11. Limitation of Liability. DELL WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES (WHETHER SUCH PROFITS, SAVINGS, VALUE OR SALES ARE DIRECT, INDIRECT, CONSEQUENTIAL OR OF ANY OTHER NATURE), LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH DATA, SYSTEMS(S) OR NETWORK(S), LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF GOODWILL OR REPUTATION, SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA UNDER ANY THEORY OF LIABILITY EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

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Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

12. Development Tools. If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools") and unless there is a separate agreement between you and Dell for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE DEVELOPMENT TOOLS ARE PROVIDED "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DELL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DEVELOPMENT TOOLS AND HAS NO DUTY TO PROVIDE SUPPORT TO YOU.

13. Evaluation Licenses. This EULA does not license use of Software for evaluation purposes ("Evaluation Software"). Your use of Evaluation Software is subject to the separate license terms and conditions accompanying that Evaluation Software.

14. Hosted and Internet-Accessible Software. Some or all of the Software may be remotely hosted or accessible to you through the Internet ("Hosted Software"). In such case, Dell may suspend, terminate,

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16. High-Risk Disclaimer and Excluded Data. The Software is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the software could result in death, personal injury or physical or environmental damage. You acknowledge that Software provided under this EULA is not designed with security and access management for the processing and/or storage of the following categories of data and software: (A) classified data and software; (B) data and software controlled under the International Traffic in Arms Regulations ("ITAR"); and (C) except for personally identifiable information as identified in Master Price Agreement MHEC-07012015, personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law (collectively referred to as "Excluded Data"). You hereby agree that you are solely responsible for reviewing data that the Software will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

17. Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate to preserve all of

Dell's rights. All rights and remedies afforded Dell by law shall be cumulative and not exclusive.

18. Choice of Law. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

19. No Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by either party shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

20. No Assignment. Except as provided in Section 6, Procuring Eligible Organization may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized executive officer of Dell shall be null and void.

21. Entire Agreement. Unless you have entered into another written agreement with respect to the Software which has been signed by you and an authorized representative of Dell, including but not limited to the Master Price Agreement MHEC-07012015 or an order under Master Price Agreement MHEC-07012015, and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations with respect to use of the Software. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the Agreement between you and Dell regarding the Software.

(S Version - Rev. 01142014)

Exhibit C – Dell Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell — by internet, phone or Dell Direct Store)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth in detail below.

Extended Holiday Returns: Extended returns on purchases made 11/9/14 to 12/25/14, return deadline is 1/15/15 or 30-days from invoice date, whichever is later. Exceptions to Dell's standard return policy still apply, and certain products are not eligible for return at any time. Television returns are subject to restocking fees.

21-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and the customer will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 21-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- Except as otherwise set forth herein, new **PowerEdge™**, **PowerConnect™** and **PowerVault™** products purchased directly from Dell may be returned within 30 days from the date on the packing slip or invoice.
- Unless you have a separate agreement with Dell, or except as provided below, all returnable products purchased directly from Dell by large enterprise or public customers may be returned within 30 days from the date on the packing slip or invoice.
- **Dell EqualLogic™** and **EqualLogic**-branded products, **Dell|EMC** and **EMC**-branded products, **Dell Compellent™** and **Compellent**-branded products, **Dell KACE™** and **KACE**-branded products, **Dell Force10™** and **Force10**-branded products, **PowerVault ML6000** tape libraries, **PowerVault DL and DR** products, **Dell SonicWALL™** and **SonicWALL**-branded products, **Dell Wyse™** and **Wyse**-branded products, **Dell Quest™**, **Quest™**, **ScriptLogic™** and **VKernel™** branded products, **Dell Software** branded products, **Dell AppAssure™** and **AppAssure™** branded products, **Dell StatSoft** and **StatSoft**-branded products, non-Dell-branded enterprise products, enterprise software, and customized products **may not be returned at any time**.
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.

- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#). **NOTE:** You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and **MUST** follow these steps:

- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to **back up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.**

Rev. 09182014

CITY OF RAYTOWN
Request for Board Action

Date: September 14, 2017
To: Mayor and Board of Aldermen
From: Sergeant Gary Davis

Resolution No.: R-3022-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Acceptance of a Grant in the amount of \$3,000.00 for the Fiscal Year 2017-2018 MoDOT Highway Safety Crash Reduction/Hazardous Moving Enforcement

Recommendation: Staff recommends accepting the grant funding.

Analysis: On March 21, 2017 pursuant to Resolution R-2952-17, the Board of Aldermen approved a grant application from the Missouri Department of Transportation Highway Safety Division for the 2017-2018 Fiscal Year. The grant allows for \$3,000.00 to be used for overtime assignments and will be reimbursed at 100% to the City. The department may also use the funds to reimburse the costs of sending one officer to the annual LETSAC conference for additional training. There is no match required by the City to accept this grant.

Alternatives: The Board of Aldermen could choose not to accept this grant fund, in which case existing Police resources would be used to attempt to achieve similar results regarding hazardous moving violation enforcement and crash abatement.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Revenue:

Account: 101.32.00.707.43107
Amount: \$3,000.00
Department: Police
Fund: General Fund

Expenses:

Account No.:	101.32.00.100.51112	101.32.00.100.55500
Fund:	General Fund	General Fund
Department:	Police	Police
Object Code:	Overtime	Professional Development
Amount:	\$2,250.00	\$750.00

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A MISSOURI DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY HAZARDOUS MOVING GRANT IN THE AMOUNT OF \$3,000.00 AND AMENDING THE FISCAL YEAR 2016-2017 BUDGET

WHEREAS, the City of Raytown (the "City") applied for and received a grant from the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant project in the amount of \$3,000.00; and

WHEREAS, the City desires to accept this grant and amend the Fiscal Year 2016-2017 Budget to reflect the funding; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant and amend the Fiscal Year 2016-2017 Budget;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the acceptance of the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant is hereby approved; and

FURTHER THAT the Fiscal Year 2016-2017 Budget approved by Resolution No. R-2909-16 hereby amended as follows:

Revenue:

Account: 101.32.00.707.43107
Amount: \$3,000.00
Department: Police
Fund: General Fund

Expenses:

Account No.:	101.32.00.100.51112	101.32.00.100.55500
Fund:	General Fund	General Fund
Department:	Police	Police
Object Code:	Overtime	Professional Development
Amount:	\$2,250.00	\$750.00

FURTHER THAT the City Administrator are hereby authorized to execute any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September 2017.

Michael McDonough, Mayor

ATTEST:

Approved at to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2017

Chief Jim Lynch
Raytown Police Dept.
10000 E. 59th St.
Raytown, MO 64133-3915

Dear Chief Lynch:

Enclosed is a contract between the Traffic and Highway Safety Division and the Raytown Police Dept. for a HMV Enforcement project.

The project obligates \$3,000.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-PT-02-010.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

05/22/2017

**Missouri Department of Transportation
Traffic and Highway Safety Division**

P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161

Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 18-PT-02-010
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2017

Federal Funds Benefiting

State:

Local: _____ \$3,000.00

Total: _____ \$3,000.00

Source of Funds

Federal: _____ \$3,000.00

State:

Local: _____ \$0.00

Total: _____ \$3,000.00

Name of Grantee

Raytown Police Dept.

Grantee County

Jackson

Grantee Address

10000 E. 59th St.

Raytown, MO 64133-3915

Telephone

816-737-6106

Fax

816-737-6137

Contract Period

Effective: 10/01/2017

Through: 09/30/2018

Prepared By

Wilson, Scott

Authorizing Official

Date

Project Director

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$3,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Officer Overtime	1.00	\$2,250.00	\$2,250.00	\$0.00	\$2,250.00
					\$2,250.00	\$0.00	\$2,250.00
Training							
	Professional Development	LETSAC conference for one officer	1.00	\$750.00	\$750.00	\$0.00	\$750.00
					\$750.00	\$0.00	\$750.00
Total Contract					\$3,000.00	\$0.00	\$3,000.00

**CITY OF RAYTOWN
Request for Board Action**

Date: September 13, 2017

Resolution No.: R-3023-17

To: Mayor and Board of Alderman

From: Kevin Boji, Parks and Recreation Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Approve a resolution for a Vertex Water Features fountain for the Kenagy Park pond in an amount not to exceed \$16,000.00

Recommendation: Approve the resolution.

Analysis: The Park Board adopted a resolution July 17, 2017 to approve the purchase of a Vertex Water Features pond fountain to replace the Kenagy Park fountain. The fountain serves several functions including facilitating the natural breakdown of decaying vegetation, inhibiting mosquito breeding, preventing surface and bottom growth, promoting a healthy environment for fish, improving aeration, reducing vegetation and to add beauty to the pond. The Kenagy fountain, purchased in 1997, has reached the end of its useful lifecycle. The fountain is inefficient, clogs frequently and operates below its rated capacity due to age and wear.

Proposals were received and opened publicly Friday, April 21, 2017. The best bid is from Vertex Water Features for a total cost of \$14,521.98 for the 3 hp pond fountain, fountain spray head, LED light kit, power cable, control panel, flotation system, and waterproof connectors. Price includes \$606.98 for freight. An additional \$1,500.00 is for electrical components for fountain installation.

The fountain was operational in 2016 thus it was not included in the Fiscal Year 2016-2017 budget. Product selection is based on design, function, product quality, warranty and aesthetic appeal.

\$50,000.00 is budgeted in Fiscal Year 2016-2017 for Park Capital Expenditures. Total project cost is not to exceed \$14,521.98 plus \$1,500.00 for installation supplies for a total cost not to exceed \$16,000.00

Alternatives: Do not approve resolution.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$16,000.00
Budgeted Amount: \$ 50,000
Account No: 201-94-00-100-53250
Department: Park
Fund: Capital Expenditures

Additional Reports Attached: Bid Tabulation, July 17 Park Board Minutes and Vertex Water Features Submittal

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS WITH VERTEX WATER FEATURES FOR THE PURCHASE OF A POND FOUNTAIN FOR KENAGY PARK IN AN AMOUNT NOT TO EXCEED \$16,000.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the Parks Department has a need to replace the pond fountain at Kenagy Park and issued an invitation to bid; and

WHEREAS, the Raytown Parks Department received three (3) bids in response to the invitation and has determine that the bid submitted by Vertex Water Features was the most advantageous bid received; and

WHEREAS, the City finds that Vertex Water Features meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Raytown Parks Department and the City desires to enter into an agreement with Vertex Water Features for the purchase of a pond fountain for Kenagy Park in an amount not to exceed \$16,000.00; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with Vertex Water Features for the purchase of a pond fountain for Kenagy Park in an amount not to exceed \$16,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with Vertex Water Features for the purchase of a pond fountain for Kenagy Park in an amount not to exceed \$16,000.00 for fiscal year 2016-2017 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

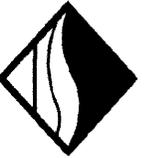
Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Bid Tabulation

Project Name: Pond Fountain-Kenagy Park

				1.		2.		3.	
				Aerolator Inc.		Vertex Water Features		Professional Turf Products L.P.	
	Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1.	Pond Fountain, 3 hp motor, TriTier fountain spray head, LED light kit, power cables, control panel, flotation system, waterproof connectors	1	EA	\$ 9,460.00	\$ 9,460.00	\$ 13,915.00	\$ 13,915.00	\$ 8,931.91	\$ 8,931.91
					\$ 220.95		\$ 606.98		\$ 549.00
					\$9,680.95		\$14,521.98		\$9,480.91
				Aerolator Inc.		Vertex Water Features		Professional Turf Products L.P.	
Warranty				3 YR-fountain		4 YR-fountain		3 YR-fountain	
Bid Security				N/A		N/A		N/A	
Addendum				N/A		N/A		N/A	
References				Y		Y		Y	
Specifications				Y		Y		Y	
Government Cooperative Purchase Bid				N		N		N	



Vertex Water Features
 2100 NW 33rd Street
 Pompano Beach, FL 33069
 844-432-4303 Fax 954-977-7877

Date: 8/8/2017

Sales Rep: DH

Quote #: DH2596

Ship Via: Common Carrier

FOUNTAIN QUOTE

TERMS: 50% deposit, balance due prior to shipping.

SOLD TO Raytown Parks & Rec Dept.
 Name: Ron Fowler
 Address: 5912 Lane Ave.
 City/State/Zip: Raytown, MO 64133
 Telephone: (816) 358-4100
 Cell: (816) 225-0973
 Email: rfont@raytownparks.com

SHIP TO SAME
 Project Name:
 Address:
 City/State/Zip:
 Telephone:
 Fax:
 Email:

ORDER TYPE: INSTALL RETAIL
 SHIP DEALER

Quantity	Unit	Part Number	Description	Unit Price	Total
1	ea	Fountain Spray Head	TITTER spray pattern or equivalent, construction to be bronze/brass/stainless steel with permanent display, non-adjustable nozzles/jets all other materials to be non-ferrous.	\$500.00	\$500.00
1	ea	Pump / motor	3hp 230VOLT 1 phase, 304 stainless steel construction, water cooled & lubricated, UL listed, equipped with 18ga type 304SS intake screen, intake line to have horizontal mounting & below surface of water or an equivalent pump system, Oil-filled pumps / motors not acceptable.	\$3,400.00	\$3,400.00
1	ea	Lighting	RGBW LED light kit or equivalent: 4 bulbs, 40W each, stainless steel fixtures, tempered lens with gaskets, stainless steel mounting fasteners and mounting brackets, controlled by a time clock and themed controller, UL listed.	\$6,508.00	\$6,508.00
1	ea	Power cables	Underwater electrical cables, STW-A rated stamped "water resistant", all necessary installation hardware, 300' 10/4-pump 300', 14/5lights	\$1,620.00	\$1,620.00
1	ea	Control Panel	NEMA 3R enclosure with: capacitive motor starter, circuit breaker lights, circuit breaker pump, lightning protection, 2-24hr time clocks (1 for lights and 1 for pump).	\$900.00	\$900.00
1	ea	Floitation System	Seamless, watertight construction, with ultraviolet inhibitors, all fasteners, hardware and frames of bronze/brass or stainless steel.	\$600.00	\$600.00
2	ea	Quick Disconnects	Bulgin 900 submersible disconnects, IP68, heavyduty sealing caps. Cables can be left in water when fountain/lights removed for winter.	\$193.50	\$387.00
Subtotal					\$13,915.00
Freight					\$406.98
Crating					\$200.00
TOTAL					\$14,521.98
Deposit					\$7,260.99
Balance					\$7,260.99

Terms: 50% deposit, balance due prior to shipping.

Price valid until: December 31, 2017

Anticipated Delivery Date: 3 - 4 weeks from receipt of deposit

Maximum Height of Fountain Spray: 23 feet

Maximum Diameter of Fountain Spray: 25 feet

WARRANTY: Seller warrants fountain to be free from defects and workmanship for a period of **4 years** from receipt, lighting system **2 years** and controls **1 year**. Liability limited solely to replacement or repair of product and not any loss, damages or expenses directly or indirectly arising in connection with the purchase or use of the product. Parts warranty only.
 Warranty determination of defective parts shall be responsibility of the Seller. If inspection indicates failure due to lack of required maintenance (as outlined in Operation & Maintenance manual), alteration of original equipment, failure to maintain proper voltage or incorrect installation, warranty shall be void.

Vendor shall submit materials to Park Director for approval prior to purchase. Vnedor shall submit all technical specifications and installation instructions with bid. Vendor shall provide Operations, Parts and User Manuals with purchase.

Company Name: Vertex Water Features

Phone Number: (844) 432-4303

Signature: [Handwritten Signature]

Print Name: DAVE HIRSHBURG

DATE: 8.9.17

MEMO:

August 9, 2017

RE: Kenagy Pond Fountain

Kevin,

Just wanted to take a moment to recap this topic.

In the beginning we were working with Royal Fountains – Mason, Ohio. They have lots of fountains to choose from and we narrowed the search at this time to the Oase Floating Fountain. (This is what I know as the Rainjet fountain) I have a contract proposal from this firm for the 2 hp Oase Midi Floating fountain dated March 20, 2017. I believe we moved away from this fountain as it did not come with LED light bulbs.

We continued our search and decided that we would send a RFQ out with our specific specifications. This was around the first of April. Two vendors replied Air-O-Lator Corp. (1 bid) Vertex Water Features (3 bids) The Royal Fountain Oase Midi bid did not have the specific specifications as they bid prior to the RFQ.

Another point to consider in justification of the Vertex Water Feature – TirTier Fountain met our specifications. (Of course some would argue that the specification may have been too specific, but to me that is what they are for.) Thus, even though it was the highest bid received this fountain met the specifications set forth.

Attached is the Fountain Quote from Vertex.

Ron Fowler
Supt of Parks

**Raytown Park Board
Minutes
July 17, 2017**

Attendance:

Park Board: Terry Copeland, Chris Rathbone, Dave Thurman, Danielle Miles, Robbie Tubbs, George Mitchell, Mike Hanna, Kim MontsDeOca, Janette Guenther

Staff: Kevin Boji, Ron Fowler, Dave Turner and Mary Ann McCormick

A quorum was declared present and the meeting was called to order. Terry welcomed Kim & Janette to the board.

George Mitchell made a motion to approve minutes from June 19, 2017. The motion was seconded and passed.

Reports of Officers:

President – no report

Vice President – no report

Reports of Standing & Special Committees:

Personnel – No report

Finance – no report

Program – no report

Buildings & Grounds – no report

Rice Tremonti – Dave Thurman reported they had first wedding on 6/20 and are doing painting and other maintenance on the property. Sept. 23 from 2-6 is the Ice Cream Social and November 4-5 from 11-4 is the Fall Soup & Craft Festival.

Staff Reports:

Director – a written report was distributed. Kevin state he is going to meeting at Truman Heartland for a meeting about volunteers and he met with a Dog Park designer last week to look at different parks.

Superintendent of Parks - a written report was distributed. Ron stated we have had several misuses of shelter houses – hot coals in plastic trash can, drilling anchors into brick to hang banners, etc. Maybe we should think about a security deposit. We hired a contractor to put mulch around trees on 63rd St.

Recreation Report – a written report was distributed.

New Business:

1. Mike Hanna made a motion to table discussion on park shop siding until next month to give staff more time to get bids. The motion was seconded by Dave Thurman and passed.
2. Robbie Tubbs made a motion to move \$40,000 from Sales Tax Renewal to Park Improvements Capital Expense. Danielle Miles seconded and the motion passed.
3. Mike Hanna made a motion to purchase a Vertex 3 Fountain for \$14,521.98 plus an additional \$1500 for installation. Chris Rathbone seconded and the motion passed.
4. Chris Rathbone will get with Sales Tax committee at City Hall and set up a meeting within the next couple of weeks to discuss the City's portion of cost of the election.
5. Mike Hanna made a motion to adjourn. Chris Rathbone seconded and the motion passed

**CITY OF RAYTOWN
Request for Board Action**

Date: September 13, 2017

Resolution No.: R-3024-17

To: Mayor and Board of Aldermen

From: Kevin Boji, Parks & Recreation Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approve a resolution for a Parks budget amendment.

Recommendation: Approve the resolution.

Analysis: On July 17, 2017, the Park Board approved a resolution to request approval of a budget amendment to transfer \$40,000.00 appropriated for fiscal year 2016-2017 election costs to Parks Capital Expenditures for Minor Smith Park asphalt chip/seal and park shop siding replacement. The amount for haydite chip/seal work from Vance Brothers is not to exceed \$15,774.43. The amount for park shop siding replacement from Wilson Group is not to exceed \$49,760.00.

Alternatives: Do not approve resolution.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Transfer To:

Amount Requested: \$40,000
Fund: Park
Department: Capital Expenditures
Account No. 201-94-00-100-53250

Transfer From:

Amount Requested: \$40,000
Fund: Park
Dept: Capital Expenditures
Account No. 201-92-00-100-53250

Additional Reports Attached: July 17 Park Board minutes

A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO CAPITAL EXPENDITURES

WHEREAS, pursuant to Resolution R-2909-16, the Fiscal Year 2016-2017 Budget was approved; and

WHEREAS, it is necessary to reprioritize funds related to capital expenditure and amend the Fiscal Year 2016-2017 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to reprioritize the funds and amend the Fiscal Year 2016-2017 Budget;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Fiscal Year 2016-2017 budget approved by Resolution R-2909-16 is hereby amended as follows:

FROM:	TO:
201.92.00.100.53250	201.94.00.100.53250
\$40,000.00	\$40,000.00
Capital Expenditures	Capital Expenditures

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**Raytown Park Board
Minutes
July 17, 2017**

Attendance:

Park Board: Terry Copeland, Chris Rathbone, Dave Thurman, Danielle Miles, Robbie Tubbs, George Mitchell, Mike Hanna, Kim MontsDeOca, Janette Guenther

Staff: Kevin Boji, Ron Fowler, Dave Turner and Mary Ann McCormick

A quorum was declared present and the meeting was called to order. Terry welcomed Kim & Janette to the board.

George Mitchell made a motion to approve minutes from June 19, 2017. The motion was seconded and passed.

Reports of Officers:

President – no report

Vice President – no report

Reports of Standing & Special Committees:

Personnel – No report

Finance – no report

Program – no report

Buildings & Grounds – no report

Rice Tremonti – Dave Thurman reported they had first wedding on 6/20 and are doing painting and other maintenance on the property. Sept. 23 from 2-6 is the Ice Cream Social and November 4-5 from 11-4 is the Fall Soup & Craft Festival.

Staff Reports:

Director – a written report was distributed. Kevin state he is going to meeting at Truman Heartland for a meeting about volunteers and he met with a Dog Park designer last week to look at different parks.

Superintendent of Parks - a written report was distributed. Ron stated we have had several misuses of shelter houses – hot coals in plastic trash can, drilling anchors into brick to hang banners, etc. Maybe we should think about a security deposit. We hired a contractor to put mulch around trees on 63rd St.

Recreation Report – a written report was distributed.

New Business:

1. Mike Hanna made a motion to table discussion on park shop siding until next month to give staff more time to get bids. The motion was seconded by Dave Thurman and passed.
2. Robbie Tubbs made a motion to move \$40,000 from Sales Tax Renewal to Park Improvements Capital Expense. Danielle Miles seconded and the motion passed.
3. Mike Hanna made a motion to purchase a Vertex 3 Fountain for \$14,521.98 plus an addition al \$1500 for installation. Chris Rathbone seconded and the motion passed.
4. Chris Rathbone will get with Sales Tax committee at City Hall and set up a meeting within the next couple of weeks to discuss the City's portion of cost of the election.
5. Mike Hanna made a motion to adjourn. Chris Rathbone seconded and the motion passed

**CITY OF RAYTOWN
Request for Board Action**

Date: September 13, 2017 **Resolution No.:** R-3025-17
To: Mayor and Board of Aldermen
From: Kevin Boji, Parks & Recreation Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approve a resolution for Park Maintenance Building Siding Replacement.

Recommendation: Approve the resolution.

Analysis: Approve a The Wilson Group, Inc. proposal to replace the Park Maintenance Building Siding. The original siding was installed in 1980 and has reached the end of its useful life. The project scope of work includes leaving the existing siding in place and installing new 29-gauge metal vertical siding over the existing, removal and reinstalling HVAC equipment and line sets, lights, gas piping, gas pumps, electrical, gutter and downspouts, trim, break metal and scaffolding. All work to be prevailing wage during normal business hours. Work excludes door, garage door, and window replacements, framing repairs, soffits, and fascia replacement.

\$50,000.00 is budgeted in fiscal year 2016-2017 for park improvements in Capital Expenditures. The total project cost is \$49,760.00. The Wilson Group, Inc. has a Cooperative Purchasing Agreement contract with the National Joint Powers Alliance for construction projects. The proposal was approved by the Park Board on August 21, 2017.

Alternatives: Do not approve resolution.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$49,760.00
Project Cost: \$49,760.00
Account No. 201-94-00-100-53250
Fund: Parks
Department: Capital Expenditures

Additional Reports Attached: August 21 Park Board minutes, Proposal-Wilson Group-Park Shop Siding Replacement and NJPA Cooperative Purchasing Agreement

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO THE WILSON GROUP, INC. RELATED TO THE RAYTOWN PARKS MAINTENANCE BUILDING SIDING REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$49,760.00

WHEREAS, the Board of Aldermen find it necessary to replace the Raytown Parks maintenance building siding; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on July 19, 2017 was recommended by the Special Sales Tax Oversight Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the Raytown Parks maintenance building siding replacement to The Wilson Group, Inc. off the National Joint Powers Alliance Cooperative Contract in an amount not to exceed \$49,760.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for the Raytown Parks maintenance building siding replacement to The Wilson Group, Inc. off the National Joint Powers Alliance Cooperative Contract in an amount not to exceed \$49,760.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**Raytown Park Board
Minutes
August 21, 2017**

Attendance:

Park Board: Terry Copeland, Chris Rathbone, Dave Thurman, George Mitchell, Mike Hanna, Janette Guenther, Robbie Tubbs, Danielle Miles and Alderman Eric Teeman.

Staff: Kevin Boji, Ron Fowler, Dave Turner and Mary Ann McCormick

A quorum was declared present and the meeting was called to order.

Robbie Tubbs made a motion to approve the minutes from July 17, 2017. George Mitchell seconded and the motion passed.

Reports of Officers:

President – Terry reported he went to the Little Blue Valley Park Master Plan update for park on Noland Road. Master Plan has not been finalized. A group was there that was upset that the new park had taken out the Adaptive Baseball Field that was on the plan and put in a paddock for horses. Kevin was asked to contact KC Parks & Recreation about the group that was there and get in contact with them.

Vice President – Chris reported that Parks/Storm Water committee has met and agreed that the following question should be put on April 2018, or if more cost effective, August 2018 ballot. “Shall the current 1/8 cent Park/Storm Water sales tax be increase to 3/8 cent with ¾ of the revenue going to Parks and ¼ going to Storm Water with a 20 year sunset.” Parks would pay ¾ of cost to put on ballot and city would pay ¼. This will now be sent to Board of Alderman for approval. Chris Rathbone made a motion that the Park Board approved of the question and to get BOA approval. Dave Thurman seconded and the motion passed.

Reports of Standing & Special Committees:

Personnel – no report

Finance – committee met to go over budget. City Hall needs to fill in a couple of line items (Unemployment & General Liability). Committee recommends budget as shown, as long as the numbers we are waiting on does not increase deficit by more than \$15,000. If it does increase, will need to have another finance committee meeting.

Program – no report

Buildings & Grounds - no report

Rice Tremonti – no report

Staff Reports:

Director – a written report was distributed. BOA meeting on 8/15, the chip and seal program was approved for Minor Smith Park at a cost of \$15,774. Park Board will need to get approval from BOA to transfer \$40,000 from Capital Expenditures (Sales Tax XE2037) to Park Improvements (XE2036) to bring this account to \$90,000. BOA will need to approve purchasing Fountain for Kenagy Park for \$16,000 and also residing Park Shop Maintenance for \$50,000.

Superintendent of Parks – a written report was distributed

Recreation Report – a written report was distributed. Arts & Music Fest, Saturday, August 26. Terry asked for volunteers at the information booth on Saturday.

New Business:

1. Scott Briedwell from The Wilson Group and John Grider from National Joint Powers Alliance were in attendance. We received a bid from The Wilson Group who is a part of the National Joint Powers Alliance (ie Missouri Government Purchasing Agreement) for the

park shop siding for \$49,760. The scope of work includes leaving the existing siding in place and installing new 29 gage metal vertical over the existing, removal and reinstalling HVAC equipment and the line sets, lights, gas piping, gas pumps, electrical, gutters and downspouts, trim, break metal, and scaffolding. All work to be prevailing wage during normal business hours. This work excludes door, garage door, and window replacements, framing repairs, soffits and fascia replacement. Mike Hanna made a motion to approve the contract and get approval the Board of Alderman for siding park shop building. Chris Rathbone seconded and the motion passed.

2. Chris Rathbone made a motion to approve the budget for FY17-18 as presented, with the caveat that we are waiting on a few line items from City Hall (Unemployment & General Liability). When we receive those numbers, if it increases our deficit by \$15,000 we will need to have another Finance Committee meeting and Park Board meeting for approval. Mike Hanna seconded and the meeting passed.
3. Mike Hanna made a motion not to collect security deposits for shelter houses but look into increasing fees for next year. Chris Rathbone seconded and the motion passed. Program Committee will meet September 12th at 5:30 pm to discuss increase in shelter fees.
4. A solar light has been installed at Krister Park by the Public Works Department.
5. Chris Rathbone would like to have a meeting with Chief Lynch in regards to policing the parks in Raytown and what they can or will do in regards to the Parks Department City Ordinances. Mike Hanna would like to get pricing on putting cameras in the park to help with vandalism and/or trashing of the shelter houses. Need to find out if we get pictures and/or videos, will police back us up?
6. Robbie Tubbs made a motion to adjourn. Chris Rathbone seconded and the motion passed.

Work Order Signature Document

NJPA EZIQC Contract No.: MO01-052113-TWG

New Work Order

Modify an Existing Work Order

Work Order Number: 050641.00

Work Order Date: 08/03/2017

Owner PO No:

Work Order Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed

Owner Name: City of Raytown

Contractor Name: The Wilson Group, Inc.

Contact: Kevin Boji

Contact: Scott Briedwell

Phone: 816-358-4100

Phone: 816-434-3185

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MO01-052113-TWG.

Brief Work Order Description:

Replace siding on Maintenance shed

Time of Performance See *Schedule Section of the Detailed Scope of Work*

Duration

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$49,760.00

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Scott Briedwell
The Wilson Group, Inc.
1606 West Main Street
Greenwood, MO 64034
816-434-3185

From: Kevin Boji
City of Raytown
10000 E 59th Street
Raytown, MO 64133
816-358-4100

Date Printed: August 03, 2017

Work Order Number: 050641.00

Owner PO No:

Work Order Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed

Brief Scope: Replace siding on Maintenance shed

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

The scope of work for this project includes leaving the existing siding in place and installing new 29 gage metal vertical siding over the existing, removal and reinstalling HVAC equipment and line sets, lights, gas piping, gas pumps, electrical, gutters and downspouts, trim, break metal, and scaffolding. All work to be prevailing wage during normal business hours. This work excludes door, garage door, and window replacements, framing repairs, soffits and fascia replacement.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: August 03, 2017

Re: IQC Master Contract #: MO01-052113-TWG
Work Order #: 050641.00
Owner PO #:
Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed
Contractor: The Wilson Group, Inc.
Proposal Value: \$49,760.00

01 - General Requirements	\$2,521.36
02 - Site Work	\$1,056.26
07 - Thermal & Moisture Protection	\$37,612.62
10 - Specialties	\$1,641.53
22 - Plumbing	\$1,077.09
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$2,300.66
26 - Electrical	\$3,550.48
Proposal Total	\$49,760.00

Contractor's Price Proposal - Detail

Date: August 03, 2017

Re: IQC Master Contract #: MO01-052113-TWG
 Work Order #: 050641.00
 Owner PO #:
 Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed
 Contractor: The Wilson Group, Inc.
 Proposal Value: \$49,760.00

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
1 - General Requirements						
1	01 56 16 00 0002		SF	6 Mil Plastic Sheeting, Applied To Floors	\$120.25	
				Installation		
			Quantity	Unit Price	Factor	Total
			427.44	0.23	=	120.25
			x	x		
2	01 74 13 00 0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$1,898.41	
				Installation		
			Quantity	Unit Price	Factor	Total
			100.00	15.52	=	1,898.41
			x	x		
			remove existing material from steel rack on the north side of the building			
3	01 74 19 00 0017		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$502.70	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	410.97	=	502.70
			x	x		

Subtotal for 01 - General Requirements \$2,521.36

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
2 - Site Work						
4	02 90 50 00 0154		DAY	Scaffolding - Per Section	\$1,056.26	
				Installation		
			Quantity	Unit Price	Factor	Total
			12.00	71.96	=	1,056.26
			x	x		

Subtotal for 02 -Site Work \$1,056.26

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
07 - Thermal & Moisture Protection						
5	07 46 16 00 0004		SF	Aluminum Cladding, 0.024" Thick	\$6,253.00	
				Installation		
			Quantity	Unit Price	Factor	Total
			900.00	5.68	=	6,253.00
			x	x		
6	07 46 16 00 0044		LF	1/2" Pocket, Aluminum J-Channel	\$2,036.63	
				Installation		
			Quantity	Unit Price	Factor	Total
			900.00	1.85	=	2,036.63
			x	x		
7	07 46 19 00 0016		SF	Horizontal Clapboard	\$19,815.57	
				Installation		
			Quantity	Unit Price	Factor	Total
			3,382.00	4.79	=	19,815.57
			x	x		
8	07 62 00 00 0023		SF	0.019" Thick, Mill Finish, Aluminum Flashing And Trim	\$8,322.65	
				Installation		
			Quantity	Unit Price	Factor	Total
			900.00	7.56	=	8,322.65
			x	x		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 050641.00

Work Order Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
07 - Thermal & Moisture Protection					
9	07 62 00 00 0023	0075	MOD	For Baked Aluminum Colors, Add	\$308.25
			Installation	Quantity 900.00 x Unit Price 0.28 x Factor 1.2232 = Total 308.25	
10	07 71 23 00 0055		LF	4" x 5", Rectangular Aluminum Downspout	\$376.50
		X	Installation	Quantity 90.00 x Unit Price 1.78 x Factor 1.2232 = Total 195.96	
		X	Demolition	Quantity 90.00 x Unit Price 1.64 x Factor 1.2232 = Total 180.54	
11	07 92 00 00 0008		CLF	3/8" x 3/4" Joint, Silicone Sealant And Caulking	\$500.02
			Installation	Quantity 1.00 x Unit Price 408.78 x Factor 1.2232 = Total 500.02	

Subtotal for 07 - Thermal & Moisture Protection \$37,612.62

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

10 - Specialties

12	10 14 23 00 0074		EA	Remove And Reinstall Building Signage, >12 To 20 SF	\$1,641.53
			Installation	Quantity 10.00 x Unit Price 134.20 x Factor 1.2232 = Total 1,641.53	

Subtotal for 10 - Specialties \$1,641.53

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

22 - Plumbing

13	22 11 16 00 0007		LF	2" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.	\$1,077.09
		X	Installation	Quantity 55.00 x Unit Price 11.68 x Factor 1.2232 = Total 785.78	
		X	Demolition	Quantity 55.00 x Unit Price 4.33 x Factor 1.2232 = Total 291.31	

Subtotal for 22 - Plumbing \$1,077.09

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

14	23 12 16 00 0029		EA	Standard Gas Station Pump, 3/4 HP Motor 1" Hose And Standard Nozzle	\$1,531.48
		X	Installation	Quantity 1.00 x Unit Price 751.22 x Factor 1.2232 = Total 918.89	
		X	Demolition	Quantity 1.00 x Unit Price 500.81 x Factor 1.2232 = Total 612.59	
15	23 63 13 00 0019		EA	2.5 Ton 13 SEER Air Cooled Condensing UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.	\$769.18
		X	Installation	Quantity 1.00 x Unit Price 377.22 x Factor 1.2232 = Total 461.42	
		X	Demolition	Quantity 1.00 x Unit Price 251.61 x Factor 1.2232 = Total 307.77	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 050641.00

Work Order Title: City of Raytown Parks and Recreation Replace siding on Maintenance Shed

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) \$2,300.66

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

26 - Electrical

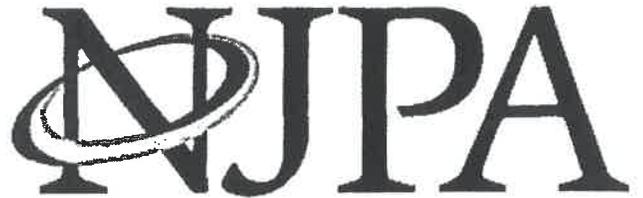
16	26 05 19 16 0321		MLF	#6 AWG Cable - Type THHN-THWN, 600 V Aluminum, Single Stranded, Placed In Conduit	\$441.91			
				Quantity	Unit Price	Factor	=	Total
			Installation	0.30	1,024.34	x	1.2232	375.89
			Demolition	0.30	179.90	x	1.2232	66.02
17	26 05 33 13 0875		EA	1-1/4" PVC Coated, Urethane Lined, RGS GUAB, GUAC, GUAL, GUAN Junction Box With Cast Iron Cover	\$676.55			
				Quantity	Unit Price	Factor	=	Total
			Installation	2.00	249.59	x	1.2232	610.60
			Demolition	2.00	26.96	x	1.2232	65.95
18	26 26 00 00 0023		EA	Remove And Reinstall, Power Distribution UnitIncludes disconnection / reconnection of branch circuits, storage and cleaning.	\$2,432.02			
				Quantity	Unit Price	Factor	=	Total
			Installation	2.00	994.12	x	1.2232	2,432.02

Subtotal for 26 - Electrical \$3,550.48

Proposal Total \$49,760.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

MO Central
3/15/16



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: MO02C-031516-TWG

GEOGRAPHIC AREA: MO02C-Central

This Agreement dated March 15, 2016, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and The Wilson Group, Inc. at the following address 1606 W. Main St., Greenwood, MO 64034

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA:**

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2108

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2216

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1892

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2000

(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1892

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary eziQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

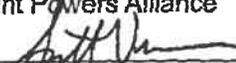
Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Work Order, Purchase Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance



Authorized Signature

Contractor



Authorized Signature

Jeff Wilson, President

Print Name

Contract Number: MO02C-031516-TWG (assigned by NJPA)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

**The Wilson Group, Inc.
1606 W. Main St.
Greenwood, MO 64034**

and

**National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479**

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award # MO02C-031516-TWG" with an effective date of March 15, 2016, a maturity date of March 14, 2020, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, a new Construction Task Catalog® will be furnished on the anniversary of the solicitation and will be in effect for the twelve (12) month period after the anniversary of the award date. The following is the Construction Task Catalog® for the next option period:

January 2017 - NJPA Missouri, Central Region.

Pursuant to the agreement between the parties, the Adjustment Factors shall remain fixed for the duration of the contract and are as follows:

<u># MO02C-031516-TWG</u>	<u>ADJUSTMENT FACTOR</u>
Normal Working Hours Prevailing Wage	1.2108
Normal Working Hours Non Prevailing Wage	1.1892
Other than Normal Working Hours Prevailing Wage	1.2216
Other than Normal Working Hours Non Prevailing Wage	1.2000
Non Pre-priced	1.1892

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract and with the above identified modifications for the period of March 15, 2017 through March 14, 2018.

National Joint Powers Alliance® (NJPA)

By: _____ Its: NJPA Director of Cooperative Contracts and Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date: _____

The Wilson Group, Inc. - #MO02C-031516-TWG

By: Linkey Bredwell, Its: VP

Name printed or typed: Linkey Bredwell

Date: 1.19.17

If you do not want to extend this contract, please sign below and return this agreement.
Discontinue: We desire to discontinue this contract.

Signature: _____

Date: _____

**CITY OF RAYTOWN
Request for Board Action**

Date: September 13, 2017
To: Mayor and Board of Aldermen
From: Kevin Boji, Parks & Recreation Director

Resolution No.: R-3026-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve a resolution to repair the Minor-Smith Park walking trail utilizing the Vance Bros. Asphalt Bid approved July 15, 2017 by the Public Works Department.

Recommendation: Approve the resolution.

Analysis: In Fiscal Year 2015-2016, the Public Works Annual Chip Seal project was awarded to Vance Brothers Inc. The City elected in September of 2016 to postpone the annual project to the following year to the Fall of 2017. The unspent funds went back into fund balance.

In September of 2016, the City and Vance Brothers agreed to delay our contract to the Fall of 2017 at the same bid prices of 2016. Vance Brothers, Inc. does reserve the right to negotiate a price variance should oil prices increase, this has not happened yet.

Below is a timeline of the FY 2016 annual chip seal project:

- Opened bids on May 20, 2016
- Board of Aldermen approval of the FY2016 Bid from Vance Brothers, Inc.. on July 19, 2016 (R-2891-16)
- BOA approval to purchase stored materials on April 11, 2017 (R-2966-17). The City has already spent \$54,861.75 to Vance Brothers, Inc. to purchase materials they ordered in 2016.
- Work session agenda item on April 25, 2017 about the budget amendments for chip seal and concrete project.

Parks in cooperation with Public Works is requesting contract approval with Vance Bros to repair the Minor-Smith Park trail in 2017. A 10% contingency is included for potential overruns for a total cost of \$15,774.43 plus 10% equals \$17,351.87. The Parks & Rec Dept. has funds budgeted for the trail chip seal work at Minor-Smith Park.

Alternatives: Do not approve the resolution.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

From: Park Fund
Account: 201.94.00.100.53250
Amount: \$17,351.87

Additional Reports Attached: Vance Brothers, Inc. asphalt proposal bid tabulation.

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS WITH VANCE BROTHERS, INC. FOR THE GRANITE SEAL PROJECT AT MINOR-SMITH PARK IN AN AMOUNT NOT TO EXCEED \$17,351.87 FOR FISCAL YEAR 2016-2017

WHEREAS, the Parks Department has a need to granite seal for the trails at Minor-Smith Park; and

WHEREAS, on May 20, 2016 the City opened bids on the 2016 Lightweight Aggregate Seal Project which included costs for granite seal work for the trails at Minor-Smith Park; and

WHEREAS, on July 19, 2016, the Project was awarded to Vance Brothers, Inc.; however, in September of 2016, the 2016 Granite Seal Project was delayed until the Fall of 2017; and

WHEREAS, Vance Brothers Inc. agreed to the same bid prices of the 2016 Granite Seal Project to complete the City's 2017 Granite Seal Project which included the granite seal work for the trails at Minor-Smith Park; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with Vance Brothers, Inc. for the Granite Seal project on the trails at Minor-Smith Park in an amount not to exceed \$15,774.43; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$1,577.44 to fund any changes in the final unit measurements for a total amount not to exceed \$17,351.87;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with Vance Brothers, Inc. for the Granite Seal project on the trails at Minor-Smith Park in an amount not to exceed \$15,774.43 for fiscal year 2016-2017; and

THAT, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$1,577.44 to fund any changes in the final unit measurements for a total amount not to exceed \$17,351.87 for fiscal year 2016-2017 is hereby authorized and approved;

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Line Items
2016-17 GRANITE SEAL PROJECT

Parks and Recreation

				Vance Brothers	
	Est. Qty.	Units	Unit Price	Est. Amount	
Item Description					
3.	Minor Smith Park - Trail Asphalt Wedging	141.000	S.Y.	\$21.25	\$2,996.25
4.	Minor Smith Park - Trail 1/8" Haydite Chip Seal	2,388.4	S.Y.	\$5.35	\$12,778.18

\$15,774.43

Plus the 10% contingency for potential overruns \$1,577.44

Total **\$17,351.87**

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO THE WILSON GROUP, INC. RELATED TO EMS FACILITY REPAIRS IN AN AMOUNT NOT TO EXCEED \$26,362.00

WHEREAS, the Board of Aldermen find it necessary to repair the EMS facility; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure was reviewed on September 19, 2017 and was recommended by the Special Sales Tax Oversight Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for EMS facility repairs to The Wilson Group, Inc. off the National Joint Powers Alliance Cooperative Contract in an amount not to exceed \$26,362.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for the EMS Facility repairs to The Wilson Group, Inc. off the National Joint Powers Alliance Cooperative Contract in an amount not to exceed \$26,362.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



September 11, 2017

Subject: EMS Price Proposal

To follow please find the requested pricing for the project referenced above. Our price to perform this work will be \$23,965. The scope of work includes interior painting, exterior power washing, exterior painting on the front of the building, stucco repairs to the front of the building, removing and replacing the awning, and installing a new door sweep. This work is figured to be prevailing wage and tax exempt. Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in blue ink, appearing to be "E. Wilson", written in a cursive style.

THE WILSON GROUP, INC.

Google Street View, August 2014



Google Street View, November 2016



View from the street, September 2017



Awning to remove and replace, September 2017



Stucco
damage
to fix,
Sept 2017



A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM LEATH & SONS, INC. AND APPROVING PROJECT EXPENSES FOR 9800 E. STATE ROUTE 350 FOR A TOTAL AMOUNT NOT TO EXCEED \$84,000.00

WHEREAS, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

WHEREAS, the City of Raytown received two (2) proposals for repair of an emergency storm water repair located at 9800 E. State Route 350 and determined the bid received from Leath & Sons, Inc. to be the most competitive bid; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of storm water infrastructure repair from Leath & Sons, Inc. and approve project expenses for 9800 E. State Highway 350 for a total amount not to exceed \$84,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the professional services of storm water infrastructure repair from Leath & Sons, Inc. and approving project expenses for 9800 E. State Highway 350 for a total amount not to exceed \$84,000.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum

Date: August 22, 2017

To: Tom Cole, City Administrator

Cc: Jason Hansen

From: Damon Hodges

Public Works Director

Re: Sinkhole located at 9800 East State Route 350- Assembly of God Church

Sunday August 6, 2017 the City of Raytown was informed that a sink hole was formed within the parking lot of Assembly of God Church at 9800 East State Route 350. Monday morning Public Works Department (PWD) crews barricaded the area and began investigations to determine the cause of the sink hole.

PWD began the process of determining the cause and extent of the damage by the use of a pole camera and exploring the manholes. The camera findings were a severe offset in the pipe joint (transition from reinforced concrete pipe to corrugated metal pipe) located at approximately 60ft east of the storm box located within the parking lot. The severity of the offset was so that the storm flow could not enter the corrugated metal pipe.

PWD reached out to Jerry Wiedenmann of Wiedenmann INC and Jimbo Leath of Leath and Sons to make a site visit and begin the process of writing an estimate for the repairs. We observed signs of settlement along the area of the pipeline trench that measured approximately 190 linear feet of 36in CMP. We requested both contractors to provide estimates if replacing the 36 inch CMP with 48 in HDPE and if we were able to get any more information or a better determination of the length to please let him know ASAP.

PWD received estimates from both contractors. After reviewing the estimates, response time frame and internal discussion, it was determined to move forward with the Leath and Sons estimate. Due to the severity of the storm line failure and the possibility of continual damage to the parking lot, PWD is requesting the ability to move forward with an emergency project, to address the issue. The amount of the request is eighty-seven thousand, which is the estimated amount plus ten percent contingency. We have attached the estimates and pictures for your review.



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum

Estimates:

Wiedenmann - \$115,408.00

Leath and Sons – 76,075.00

Based on Purchasing Policy Section 2: Exceptions to Competitive Bid Process- 2.1 Competitive Bids Not Required, Circumstances – Public Works is requesting approval to enter to a contract with Leath and Sons.

Funding will be from the 401-62-00-100-53250. We will utilize funds from the Rent- n -Roll storm sewer project and the storm repairs fund. The rent-n-roll can be delayed until the funds are received to adhere to the development agreement. The intent is to reimburse a portion of the funds after the receipt of the QT development agreement funds.

Respectfully,

A handwritten signature in blue ink that reads "Damon L. Hodges".

Damon Hodges
Public Works Director

Approval:

A large, stylized handwritten signature in blue ink, written over a horizontal dashed line.

City Administrator

Attachments



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum



Established in 1849 as Ray's Town
On the Santa Fe, California and Oregon Trail



Public Works Department

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Raytown, Missouri 64133
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Inter-office Memorandum



Established in 1849 as Ray's Town
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Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
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Inter-office Memorandum



WIEDENMANN, INC.

950 N. Scott / PO BOX 245
Belton, MO 64012
816-322-1125 / Fax 816-322-1126
general@wiedenmanninc.com

August 11, 2017

Engineering Department
10000 East 59th Street
Raytown, Missouri 64133

Attn: Tony Mesa

RE: 9800 E State Route 350, Assembly of God Church Storm Repair

Pursuant to your request, we hereby submit the following budget price to install approximately 190' of 48" HDPE storm sewer, removing 190 feet of 36" CMP. This price includes new 6x6 area inlet, manhole installation at RCB, removal and replacement of fence, parking lot restoration, and street plating collapse at award.

The total budget value of this work is:

One Hundred Fifteen Thousand Four Hundred Eight Dollars (\$ 115,408.00)

We understand that this is a budget price for the scope of work, and the actual work will be completed per the Maintenance Contract.

Currently Wiedenmann Inc. is unable to schedule this project before 45 days from Notice To Proceed.

We appreciate the opportunity to price and perform work for The City of Raytown.

Please call with questions.

Sincerely
Wiedenmann Inc.



Daniel Forbes

LEATH & SONS, INC. CITY OF RAYTOWN EMERGENCY STORM SEWER REPAIR 350 HIGHWAY CHURCH PARKING

LOT

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Labor & Equipment	1	LS	\$ 29,500.00	\$ 29,500.00
2	48" HDPE Pipe	170	EA	\$ 61.00	\$ 10,370.00
3	3/4 INCH CLEAN GRAVEL FOR PIPE BEDDING	1	LS	\$ 4,000.00	\$ 4,000.00
4	CONCRETE	1	LS	\$ 800.00	\$ 800.00
5	STREET PATCH	177	SY	\$ 65.00	\$ 11,505.00
6	MODOT TYPE 5 BASE	1	LS	\$ 4,650.00	\$ 4,650.00
7	6X6 AREA INLET	1	LS	\$ 6,500.00	\$ 6,500.00
	6X6 DROP GRATE INLET	1	LS	\$ 6,000.00	\$ 6,000.00
8	CUT 36" SQUARE OPENING IN STRUCTURE	1	LS	\$ 950.00	\$ 950.00
9	MANHOLE LID, CASTING, AND RISER RINGS	1	LS	\$ 1,800.00	\$ 1,800.00
	TOTAL				\$ 76,075.00

1. 3/4 INCH GRAVEL FOR PIPE BEDDING
2. MODOT TYPE 5 BASE FOR TRENCH BACKFILL AND PAVEMENT BASE
3. REVISED ROUTE TO INCLUDE 6X6 AREA INLET ON UPSTREAM CONNECTION
4. PAVEMENT REPAIR PLAN IS 6" CONCRETE BASE WITH 2" ASPHALT SURFACE
5. WHEN AWARDED TO LEATH & SONS WE CAN START IN 3 DAYS
6. WE CAN PLATE HOLE TODAY

**CITY OF RAYTOWN
Request for Board Action**

Date: September 13, 2017

Resolution No.: R-3029-17

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the 2017 Concrete Repair Project low bid of Lan-Tel Communications Services.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received three (3) sealed bids that were opened on September 7, 2017. The bids ranged from \$160,864.50 to \$248,891.50. Lan-Tel Communications Services is the lowest, responsive, responsible bidder at \$160,864.50 and is recommended for approval.

This project will be for 90 calendar days, and is planned to be completed in December.

We are requesting a 15% contingency increase in the approved amount for possible change order overruns in this concrete removal/replacement project. This will make an approved amount to spend of \$185,000.00.

Alternatives: Do not repair failing concrete infrastructure.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

TO:

FROM:

Fund:	Transportation Sales Tax Fund	Transportation Sales Unassigned Fund Balance
Account Number:	204.62.00.100.53250	204.00.00.100.39999
Amount to Spend:	\$185,000.00	\$35,000.00

Fund:	Transportation Sales Tax Fund
Account Number:	204.62.00.100.53250
Amount to Spend:	\$185,000.00

Additional Reports Attached: Locations Map, List of Locations, Bid Results and Bid Tabulation.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LAN-TEL COMMUNICATIONS SERVICES FOR THE 2017 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$185,000.00

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on the 2017 Concrete Repair Project for repair of concrete areas within the City; and

WHEREAS, the Public Works Department received three (3) bids in response to the invitation and has determined that the bid submitted by Lan-Tel Communications Services in the amount of \$160,864.50 was the most advantageous bid received; and

WHEREAS, the City finds Lan-Tel Communications Services meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the City desires to enter into an agreement with Lan-Tel Communications Services for the 2017 Concrete Repair Project within the City in an amount of \$160,864.50 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$24,135.50 to fund any changes in the final unit measurements for a total amount not to exceed \$185,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Lan-Tel Communications Services in amount of \$160,864.50 for the 2017 Concrete Repair Project within the City, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$24,135.50 to fund any changes in the final unit measurements for a total amount not to exceed \$185,000.00; and

FURTHER THAT the City Administrator, or designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



BID RESULTS

2017 Concrete Repair Project

2:00pm, Thur., September 7, 2017

	CONTRACTOR	Bid
1.	Lan-Tel Communications Services	\$160,864.50
2.	Metro Asphalt, Inc.	\$202,602.70
3.	J.M. Fahey Construction Co.	\$248,891.50
	Engineer's Estimate	\$150,419.50

Bid Tabulation

2017 Concrete Repair Project

2:00pm, September 7, 2017

			1.		2.		3.			
			Lan-Tel Commun.		Metro Asphalt		J.M. Fahey		Engineer's Estimate	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Curb & Gutter (cg-1 & cg-3)(rem./rep.)	608	LF	\$ 34.00	\$ 20,672.00	\$ 38.00	\$ 23,104.00	\$ 68.00	\$ 41,344.00	\$ 35.00	\$ 21,280.00
2. Sidewalk, 4" (rem./rep.)	5,961	SF	\$ 7.50	\$ 44,707.50	\$ 6.70	\$ 39,938.70	\$ 11.50	\$ 68,551.50	\$ 7.50	\$ 44,707.50
3. ADA Ramps (rem./rep.)	39	EA	\$ 1,950.00	\$ 76,050.00	\$ 2,648.00	\$ 103,272.00	\$ 2,700.00	\$ 105,300.00	\$ 1,600.00	\$ 62,400.00
4. Concrete Street Patch, 10" (rem./rep.)	1,296	SF	\$ 15.00	\$ 19,440.00	\$ 28.00	\$ 36,288.00	\$ 26.00	\$ 33,696.00	\$ 17.00	\$ 22,032.00
TOTAL BID =				\$160,869.50		\$202,602.70		\$248,891.50		\$150,419.50
			Lan-Tel Commun.		Metro Asphalt		J.M. Fahey		Engineer's Estimate	

2017 Concrete Repair Project



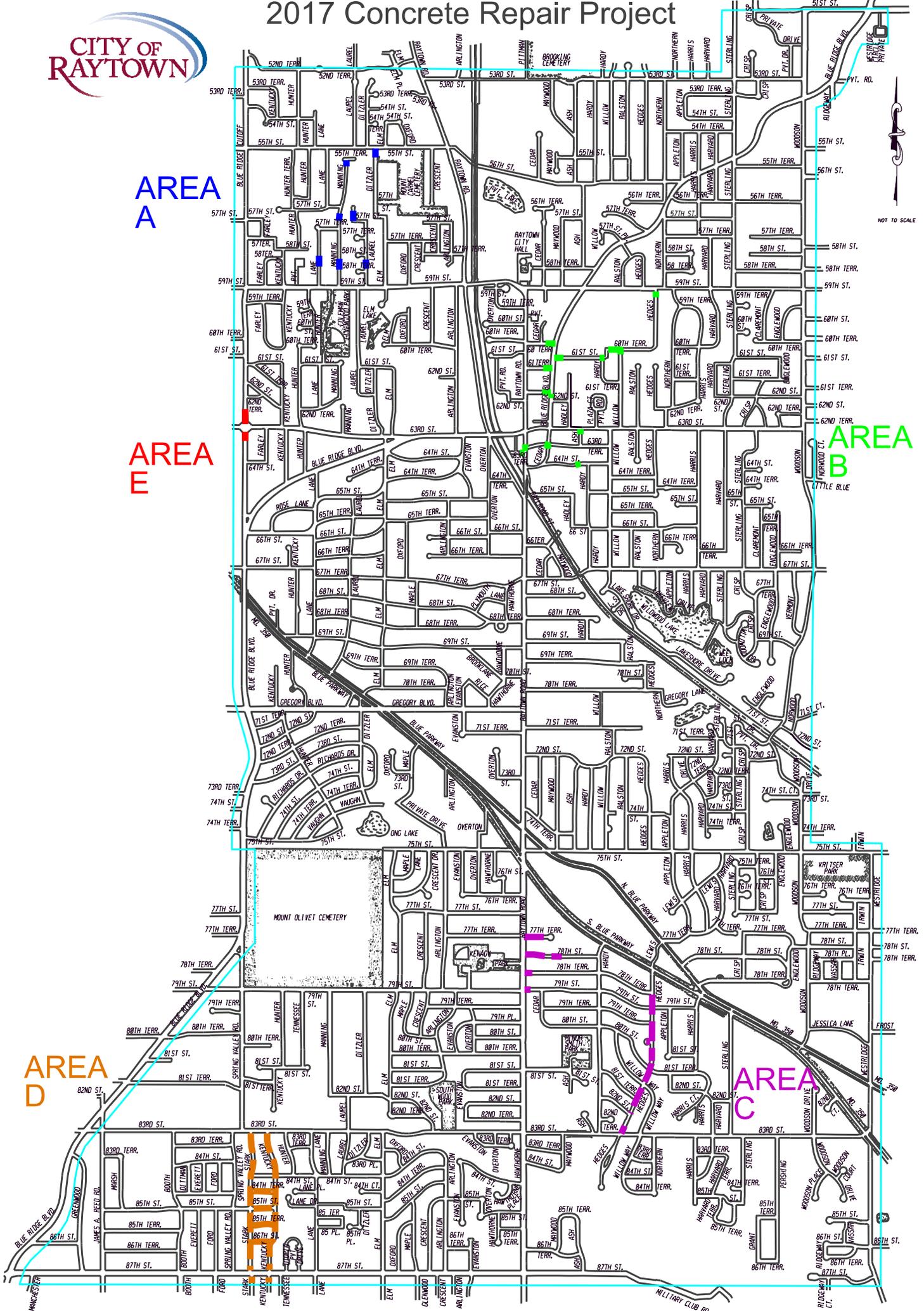
AREA A

AREA E

AREA D

AREA B

AREA C



NOT TO SCALE

CITY OF RAYTOWN -- 2017 CONCRETE REPLACEMENT PROGRAM

	<u>Location</u>	<u>Description</u>	<u>Notes</u>	<u>Est.Qty</u>	<u>Units</u>
AREA A ---	between 55th St. & 59th St. and between Hunter & Oxford				
Curb	5812 Lane			12	LF
Curb	5816 Lane			10	LF
Curb	5520 Manning			12	LF
Curb	5721 Manning			12	LF
Curb	5817 Manning			10	LF
Curb	5619 Laurel			22	LF
Curb	5629 Laurel			12	LF
Curb	5813 Laurel			12	LF

between 59th St. & 64th St. and between Raytown Rd. & Hedges					
AREA B	<u>Location</u>	<u>Description</u>	<u>Notes</u>	<u>Est.Qty</u>	<u>Units</u>
ADA Ramp	on NW corner of 60th Terr & Blue Ridge Blvd.	6020 BR Blvd		1	EA.
Sidewalk	6020 Blue Ridge Blvd,	at above ada ramp	10x5, 10x5	100	Sq. Ft.
ADA Ramp	on SW corner of 60th Terr & Blue Ridge Blvd.	6024 BR Blvd		1	EA.
ADA Ramp	on SE corner of 61st St. & Blue Ridge Blvd.	Vacant lot		1	EA.
ADA Ramp	on NW corner of 61st Terr & Blue Ridge Blvd.	6108 BR Blvd		1	EA.
Sidewalk	6108 Blue Ridge Blvd,	at above ada ramp	10x5, 10x5	100	Sq. Ft.
ADA Ramp	on SW corner of 61st Terr & Blue Ridge Blvd.	6112 BR Blvd		1	EA.
Sidewalk	6112 Blue Ridge Blvd,	at above ada ramp	5x4, 5x4	40	Sq. Ft.
ADA Ramp	on NW corner of 62nd St & Blue Ridge Blvd.	6140 BR Blvd		1	EA.
Sidewalk	6140 Blue Ridge Blvd,	at above ada ramp	10x5, 10x5	100	Sq. Ft.
ADA Ramp	on SW corner of 62nd St & Blue Ridge Blvd.	Vacant lot		1	EA.
Sidewalk	at above ada ramp		10x5	50	Sq. Ft.
ADA Ramp	on east side of Blue Ridge Blvd.,	across from 62St. Near laundry mat		1	EA.
Sidewalk	at above ada ramp		20x5, 25x5	225	Sq. Ft.
ADA Ramp	on 61st Street at the E. end of the Bus Barn			1	EA.
Curb	10501 E. 60th Terrace			30	LF
Curb	10505 E. 60th Terrace	construct a flume to the South		30	LF
Curb	5900 Hedges			15	LF
Curb	5901 Hedges			20	LF
ADA Ramp	on NE corner of 63rd Terr & Raytown Rd.	Vacant lot		1	EA.
Sidewalk	at above ada ramp		10x5	50	Sq. Ft.
ADA Ramp	on SW corner of 63rd Terr & Raytown Rd.	6328 Raytown Rd.		1	EA.
ADA Ramp	on SW corner of 63rd Terr. and Cedar.	10029 E. 63rd Terrace		1	EA.
Sidewalk	at above ada ramp		10x5, 10x5	100	Sq. Ft.
ADA Ramp	on SW corner of 63rd St. and Ash.	Vacant lot		1	EA.
ADA Ramp	on SE corner of 63rd St. and Ash.	10301 E. 63rd Street		1	EA.
Curb	10217 E. 64th Street			15	LF

between 77th Terr. & 83rd Street, and between Raytown Rd & Hedges					
AREA C	<u>Location</u>	<u>Description</u>	<u>Notes</u>	<u>Est.Qty</u>	<u>Units</u>
ADA Ramp	on NE corner of Raytown Rd & 77th Terr.	10000 E. 77 Terr.		1	EA.
ADA Ramp	on SE corner of Raytown Rd & 77th Terr.	10001 E. 77 Terr.		1	EA.
Sidewalk	at above ada ramp		10x4, 10x4	80	Sq. Ft.
Curb	10000 E. 77th Terrace			10	LF
Curb	10003 E. 77th Terrace			15	LF
Sidewalk	10007 E. 77th Terrace		12x4	48	Sq. Ft.
Curb	10009 E. 77th Terrace			30	LF
Curb	10104 E. 77th Terrace			6	LF
ADA Ramp	on NE corner of Raytown Rd & 78th St.	10000 E. 78 Street		1	EA.
Sidewalk	at above ada ramp		10x4	40	Sq. Ft.
Sidewalk	10005 E. 78th Street		40x4	160	Sq. Ft.
Sidewalk	10009 E. 78th Street		5x4	20	Sq. Ft.
Sidewalk	10009 E. 78th Street		5x4	20	Sq. Ft.
Sidewalk	10009 E. 78th Street		5x4	20	Sq. Ft.
Sidewalk	10015 E. 78th Street		20x4	80	Sq. Ft.
Sidewalk	10017 E. 78th Street		5x4	20	Sq. Ft.
Sidewalk	10017 E. 78th Street		10x4	40	Sq. Ft.
Curb	10017 E. 78th Street			10	LF

AREA C	Location	Description	Notes	Est.Qty	Units
ADA Ramp	on NE corner of Raytown Rd & 78th Terr.	7809 Raytown Rd.		1	EA.
Sidewalk	at above ada ramp		10x4	40	Sq. Ft.
ADA Ramp	on SE corner of Raytown Rd & 78th Terr.	7831 Raytown Rd.		1	EA.
ADA Ramp	on NE corner of Raytown Rd & 79th St.	7841 Raytown Rd.		1	EA.
ADA Ramp	on SE corner of Raytown Rd & 79th St.	7901 Raytown Rd.		1	EA.
ADA Ramp	on SW corner of 78th Terr & Hedges.	10617 E. 78 Terr.		1	EA.
Sidewalk	at above ada ramp		10x4, 10x4	80	Sq. Ft.
Sidewalk	10619 E. 78th Terrace	on Hedges	32x4	128	Sq. Ft.
Sidewalk	10619 E. 78th Terrace	on Hedges	32x4	128	Sq. Ft.
Curb	7821 Hedges			132	LF
Sidewalk	10612 E. 79th Street	on Hedges	5x4	20	Sq. Ft.
ADA Ramp	on NW corner of 79th Street & Hedges.	10612 E. 79th St.		1	EA.
ADA Ramp	on SW corner of 79th Street & Hedges.	7900 Hedges.		2	EA.
Sidewalk	7900 Hedges		13x4	52	Sq. Ft.
Sidewalk	7900 Hedges		5x4	20	Sq. Ft.
Sidewalk	10612 E. 79th Terrace	on Hedges	5x4	20	Sq. Ft.
Curb	7905 Hedges			27	LF
ADA Ramp	on SW corner of 79th Terrace & Hedges.	7910 Hedges.		1	EA.
Sidewalk	at above ada ramp	along 79 Terr	18x4	72	Sq. Ft.
Sidewalk	at above ada ramp	along Hedges	37x4	148	Sq. Ft.
Curb	7910 Hedges			25	LF
Sidewalk	7910 Hedges		5x4	20	Sq. Ft.
Sidewalk	7910 Hedges		16x4	64	Sq. Ft.
Sidewalk	7914 Hedges		34x4	136	Sq. Ft.
Sidewalk	7914 Hedges		16x4	64	Sq. Ft.
ADA Ramp	on NW corner of Hedges.	7914 Hedges.		1	EA.
Sidewalk	at above ada ramp		21x4	84	Sq. Ft.
Curb	7914 Hedges	in cul-de-sac		15	LF
ADA Ramp	on SW corner of Hedges.	7922 Hedges.		1	EA.
Sidewalk	at above ada ramp		15x4	60	Sq. Ft.
Sidewalk	7922 Hedges		25x4	100	Sq. Ft.
Sidewalk	7926 Hedges		21x4	84	Sq. Ft.
Sidewalk	7926 Hedges		9x4	36	Sq. Ft.
Sidewalk	7928 Hedges		71x4	284	Sq. Ft.
Sidewalk	7928 Hedges		12x4	48	Sq. Ft.
Sidewalk	7932 Hedges		15x4	60	Sq. Ft.
Sidewalk	10617 E. 80th Street	along Hedges	18x4	72	Sq. Ft.
Sidewalk	10617 E. 80th Street	along Hedges	4x4	16	Sq. Ft.
Sidewalk	10617 E. 80th Street	along Hedges	8x4	32	Sq. Ft.
Sidewalk	10617 E. 80th Street	along Hedges	4x4	16	Sq. Ft.
Curb	8001 Hedges			15	LF
Sidewalk	8119 Willow Way	along Hedges	4x4	16	Sq. Ft.
Sidewalk	8119 Willow Way	along Hedges	4x4	16	Sq. Ft.
Sidewalk	8119 Willow Way	along Hedges	12x4	48	Sq. Ft.
Sidewalk	8119 Willow Way	along Hedges	21x4	84	Sq. Ft.
Curb	8005 Hedges			8	LF
Sidewalk	8120 Willow Way	along Hedges	8x4	32	Sq. Ft.
Sidewalk	8120 Willow Way	along Hedges	4x4	16	Sq. Ft.
Sidewalk	8120 Willow Way	along Hedges	4x4	16	Sq. Ft.
Sidewalk	8120 Willow Way	along Hedges	19x4	76	Sq. Ft.
Sidewalk	8104 Hedges		6x4	24	Sq. Ft.
Sidewalk	8104 Hedges		15x4	60	Sq. Ft.
Sidewalk	8104 Hedges		4x4	16	Sq. Ft.
Sidewalk	8104 Hedges		4x4	16	Sq. Ft.
Sidewalk	8104 Hedges		4x4	16	Sq. Ft.
Sidewalk	8104 Hedges		4x4	16	Sq. Ft.
Sidewalk	8112 Hedges		4x4	16	Sq. Ft.
Sidewalk	8112 Hedges		19x4	76	Sq. Ft.
Sidewalk	8112 Hedges		4x4	16	Sq. Ft.
Sidewalk	8112 Hedges		8x4	32	Sq. Ft.
Sidewalk	10508 E. 82nd Street	along Hedges	16x4	64	Sq. Ft.
Sidewalk	10508 E. 82nd Street	along Hedges	12x4	48	Sq. Ft.
Sidewalk	10508 E. 82nd Street	along Hedges	4x4	16	Sq. Ft.
Sidewalk	10508 E. 82nd Street	along Hedges	12x4	48	Sq. Ft.
Sidewalk	8212 Hedges		10x4	40	Sq. Ft.
ADA Ramp	on NW corner of 83rd Street & Hedges.	8212 Hedges.		1	EA.
Sidewalk	at above ada ramp		10x4	40	Sq. Ft.

between 83rd St & 87th St. and between Stark & Elm						
AREA D	Location	Description	Notes	Est.Qty	Units	
Sidewalk	8302 Stark		4x4	16	Sq. Ft.	
Sidewalk	8310 Stark		10x4	40	Sq. Ft.	
Sidewalk	8310 Stark		12x4	48	Sq. Ft.	
Sidewalk	8312 Stark		6x4	24	Sq. Ft.	
Sidewalk	8312 Stark		4x4	16	Sq. Ft.	
Sidewalk	8314 Stark		8x4	32	Sq. Ft.	
Curb	8318 Stark			15	LF	
Sidewalk	8318 Stark		10x4	40	Sq. Ft.	
Curb	8320 Stark			15	LF	
Sidewalk	8320 Stark		6x4	24	Sq. Ft.	
Sidewalk	8400 Stark		10x4	40	Sq. Ft.	
Sidewalk	8404 Stark		12x4	48	Sq. Ft.	
Sidewalk	8404 Stark		10x4	40	Sq. Ft.	
Sidewalk	8404 Stark		8x4	32	Sq. Ft.	
Sidewalk	8406 Stark		4x4	16	Sq. Ft.	
ADA Ramp	on NE corner of Stark & 84th Terrace.	8808 E. 84th Terrace.		1	EA.	
Sidewalk	8408 Stark		4x4	16	Sq. Ft.	
Sidewalk	8412 Stark		8x4	32	Sq. Ft.	
Sidewalk	8412 Stark		4x4	16	Sq. Ft.	
Sidewalk	8414 Stark		4x4	16	Sq. Ft.	
ADA Ramp	on NW corner of Stark & 85th Street.	8414 Stark.		1	EA.	
ADA Ramp	on NE corner of Stark & 85th Street.	8808 E. 85th Street.		1	EA.	
Sidewalk	8506 Stark		4x4	16	Sq. Ft.	
ADA Ramp	on NE corner of Stark & 85th Terrace.	8808 E. 85th Terr.		1	EA.	
Sidewalk	8508 Stark		4x4	16	Sq. Ft.	
Curb	8508 Stark			4	LF	
Sidewalk	8514 Stark		4x4	16	Sq. Ft.	
Curb	8514 Stark			4	LF	
Sidewalk	8602 Stark		8x4	32	Sq. Ft.	
Sidewalk	8604 Stark		2x4	8	Sq. Ft.	
Sidewalk	8606 Stark		12x4	16	Sq. Ft.	
Curb	8606 Stark			12	LF	
Sidewalk	8608 Stark		5x4	20	Sq. Ft.	
Sidewalk	8614 Stark		52x4	208	Sq. Ft.	
Sidewalk	8700 Stark		8x4	32	Sq. Ft.	
Curb	8704 Stark			15	LF	
Curb	Between 8701/8705 Stark			6	LF	
Sidewalk	8301 Kentucky		5x4	20	Sq. Ft.	
Sidewalk	Between 8301/8303 Kentucky		3x4	12	Sq. Ft.	
Sidewalk	8303 Kentucky		4x4	16	Sq. Ft.	
Sidewalk	8305 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	8307 Kentucky		4x4	16	Sq. Ft.	
Sidewalk	8309 Kentucky		4x4	16	Sq. Ft.	
Sidewalk	8313 Kentucky		4x4	16	Sq. Ft.	
Sidewalk	8315 Kentucky		4x4	16	Sq. Ft.	
Sidewalk	8317 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	8403 Kentucky		12x4	48	Sq. Ft.	
ADA Ramp	on NW corner of Kentucky & 84th Terrace.	8820 E. 84th Terr.		1	EA.	
Sidewalk	8411 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	8411 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	Between 8411/8413 Kentucky		4x4	16	Sq. Ft.	
ADA Ramp	on NW corner of Kentucky & 85th St	8820 E. 85th St		1	EA.	
ADA Ramp	on NE corner of Kentucky & 85th St	8413 E. 85th St		1	EA.	
Sidewalk	On Kentucky between 8821 85th St & 8820 85th Ter		12x4	48	Sq. Ft.	
Curb	On Kentucky between 8821 85th St & 8820 85th Ter			8	LF	
ADA Ramp	on NW corner of Kentucky & 85th Terr.	8820 E. 85th Terr.		1	EA.	
ADA Ramp	on SW corner of Kentucky & 85th Terr.	8508 Kentucky Ave		1	EA.	
Sidewalk	8508 Kentucky		12x4	48	Sq. Ft.	
Sidewalk	8510 Kentucky		16x4	64	Sq. Ft.	
Sidewalk	8512 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	8512 Kentucky		6x4	24	Sq. Ft.	
Sidewalk	8512 Kentucky		12x4	48	Sq. Ft.	
Sidewalk	8608 Kentucky		8x4	32	Sq. Ft.	
Sidewalk	8608 Kentucky		4x4	16	Sq. Ft.	

AREA D	Location	Description	Notes	Est.Qty	Units
Sidewalk	Between 8610/8612 Kentucky		8x4	32	Sq. Ft.
Sidewalk	Between 8701/8705 Kentucky		4x4	16	Sq. Ft.
Sidewalk	8300 Hunter		4x4	16	Sq. Ft.
Sidewalk	8302 Hunter		4x4	16	Sq. Ft.
Sidewalk	8302 Hunter		8x4	32	Sq. Ft.
Sidewalk	8304 Hunter		4x4	16	Sq. Ft.
Sidewalk	8306 Hunter		10x4	40	Sq. Ft.
ADA Ramp	on NE corner of Hunter & 84th St. 8950 E 84th St			1	EA.
Curb	Between 8306/8308 Hunter			12	LF
Sidewalk	8314 Hunter		12x4	48	Sq. Ft.
Sidewalk	8808 E 84th Terr		8x4	32	Sq. Ft.
Sidewalk	Between 8814/8818 E 84th Terr		4x4	16	Sq. Ft.
Sidewalk	8808 E 85th St		4x4	16	Sq. Ft.
Sidewalk	Between 8808/8814 E 85th St		8x4	32	Sq. Ft.
Sidewalk	8814 E 85th St		12x4	48	Sq. Ft.
Sidewalk	8808 E 85th Terr		5x4	20	Sq. Ft.
Sidewalk	Between 8817 85th Terr & 8508 Kentucky Ave		4x4	16	Sq. Ft.
Sidewalk	8812 E 86th St		12x4	48	Sq. Ft.
Curb	Between 8812/8814 E 86th St			12	LF
Sidewalk	8816 E 86th St		8x4	32	Sq. Ft.

63rd Street and Blue Ridge Cutoff Intersection - Include Traffic Control

AREA E	Location	Description	Notes	Est.Qty	Units
Street	8730 E. 63rd Street	on S bound BR Cutoff	36 x 4	144	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	24 x 3	72	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	18 x 3	54	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	12 x 6	72	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	3 x 3	9	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	18 x 9	162	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	3 x3	9	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	9 x 6	54	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	12 x 18	216	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	24 x 3	72	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	6 x 6	36	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	6 x 6	36	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	6 x 3	18	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	3 x 3	9	Sq. Ft.
Street	8730 E. 63rd Street	on S bound BR Cutoff	3 x 3	9	Sq. Ft.
Street	8733 E. 63rd Street	on S bound BR Cutoff	6 x 6	36	Sq. Ft.
Street	8733 E. 63rd Street	on S bound BR Cutoff	12 x 3	36	Sq. Ft.
Street	8733 E. 63rd Street	on S bound BR Cutoff	27 x 6	162	Sq. Ft.
Street	8733 E. 63rd Street	on S bound BR Cutoff	15 x 4	60	Sq. Ft.
Street	8733 E. 63rd Street	on S bound BR Cutoff	6 x 5	30	Sq. Ft.

Curb	608	LF
Sidewalk	5,961	SF
ADA Ramp	39	EA
Street	1,296	SF