



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council
From: Debra Irvin, City Manager
Date: August 15, 2019
Subject: Purchase Dell Computers through State Bid

I am requesting council to approval to purchase 83-Desktop Computers and 12- Laptops with docking stations to replace the existing computers.

SUPPORTING DOCUMENTS

Please find attached, the Dell quote and State agreement to sell direct to municipalities in the State of Missouri

IMPACT ON BUDGET

\$116,655.44

Account: 25-15-7100

Budget Amount: 150,000

Balance: \$ 150,000

RECOMMENDED CITY COUNCIL ACTION

A voice vote to move forward with the direct purchase from Dell under the state bid process.

Respectfully Submitted,



Dell Midwestern Higher Education Compact (MHEC) Solutions Contract

Dell MHEC Contract Number: MHEC-07012015

Dell MHEC Contract Code: 99AGZ/C000000181093

Contract Effective Date: 07/01/2015

Current Term: 07/01/2015 through 06/30/2020 with 2 additional 1 year terms

Dell's MHEC Technology Solutions Contract is a full catalog contract and offers Dell's total line of products. The contract allows for separate software licensing (i.e., click through, etc.).

Dell's MHEC Technology Solutions Contract is available to higher education institutions (public and private), member state K-12 districts, and non-profit organizations (education-related only).

MHEC also has agreements in place with its sister compacts from the *New England Board of Higher Education* and the *Western Interstate Commission for Higher Education* to allow the same entities in those regions except for New Jersey, New York, and Pennsylvania.

- [Dell MHEC Technology Contract & Amendment 1 & 2](#)
- [About MHEC](#)
- [About NEBHE](#)
- [About NEBHE Using the MHEC Contract](#)
- [About SREB](#)
- [About SREB Using the MHEC Contract](#)
- [About WICHE](#)
- [About WICHE Using MHEC Contract](#)
- [Dell's Full Catalog Price List](#)

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



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000043817560.1	Sales Rep	Taylor Osarogiagbon
Total	\$116,655.44	Phone	(800) 456-3355, 7250599
Customer #	13818225	Email	Taylor_Osarogiagbon@Dell.com
Quoted On	Aug. 06, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 28, 2019		CITY OF BERKELEY
Deal ID	17755993		8425 AIRPORT RD
			BERKELEY, MO 63134-1909

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Taylor Osarogiagbon

Shipping Group

Shipping To	Shipping Method
COMPUTER PROFESSIONAL CITY OF BERKELEY 8425 AIRPORT RD BERKELEY, MO 63134-1909 (314) 524-3313	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 7470 AIO MLK	\$1,268.32	83	\$105,270.56
Dell Dock- WD19 90w Power Delivery - 130w AC	\$140.00	12	\$1,680.00
Dell Latitude 3500	\$808.74	12	\$9,704.88

Subtotal:	\$116,655.44
Shipping:	\$0.00
Non-Taxable Amount:	\$116,655.44
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$116,655.44

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

Shipping Group Details

Shipping To

COMPUTER PROFESSIONAL
CITY OF BERKELEY
8425 AIRPORT RD
BERKELEY, MO 63134-1909
(314) 524-3313

Shipping Method

Standard Delivery

OptiPlex 7470 AIO MLK		\$1,268.32	Qty 83	Subtotal \$105,270.56
Estimated delivery if purchased today: Sep. 10, 2019 Contract # 99AGZ Customer Agreement # MHEC-07012015				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7470 All-in-One CTO	210-ASEW	-	83	-
Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux	338-BRSY	-	83	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	83	-
No AutoPilot	340-CKSZ	-	83	-
Microsoft Office Home and Business 2019	630-ABGK	-	83	-
8GB 1X8GB DDR4 2666MHz Non-ECC	370-ADZL	-	83	-
Intel vPro Technology Enabled	631-ACCX	-	83	-
No Additional Hard Drive	401-AADF	-	83	-
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BEBJ	-	83	-
Wireless Driver, Intel 9560AC wireless card for WW	555-BEZF	-	83	-
7470 AIO 23.8" FHD 1920x1080 IPS Touch Anti-Glare, Camera, Integrated Graphics, Bronze PSU	329-BEJH	-	83	-
Black Dell KM636 Wireless Keyboard & Mouse	580-AEYY	-	83	-
Mouse included with Keyboard	570-AADI	-	83	-
No Cable Cover	325-BCZQ	-	83	-
No Additional Cable Requested	379-BBCY	-	83	-
Not selected in this configuration	817-BBBC	-	83	-
OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 7460/7470 All-in-One	575-BBRE	-	83	-
SupportAssist	525-BBCL	-	83	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	83	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	83	-
Waves Maxx Audio	658-BBRB	-	83	-
Dell Developed Recovery Environment	658-BCUV	-	83	-
Software for OptiPlex 7470/7770 AIO	658-BEHG	-	83	-
OS-Windows Media Not Included	620-AALW	-	83	-
Energy Star	387-BBLW	-	83	-

OptiPlex All-in-One Touch Panel	391-BDPU	-	83	-
Dell Developed Recovery Environment	658-BCUV	-	83	-
No FGA	817-BBBB	-	83	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	83	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEYE	-	83	-
Thermal Pad	412-AALV	-	83	-
Screw for M.2 SATA SSD	773-BBBJ	-	83	-
No External ODD	429-ABGY	-	83	-
Setup and feature guide for 7470AIO	340-CMLL	-	83	-
Intel Core i5 Label for Vpro	389-DQKS	-	83	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	83	-
No UPC Label	389-BCGW	-	83	-
TPM Enabled	329-BBJL	-	83	-
No Optane	400-BFPO	-	83	-
US Order	332-1286	-	83	-
NO RAID	817-BBBN	-	83	-
Desktop BTO Standard shipment	800-BBIO	-	83	-
No Intel Rapid Start or Smart Connect	409-BBCF	-	83	-
No Anti-Virus Software	650-AAAM	-	83	-
FCC Declaration of Conformity Label	389-DPBE	-	83	-
MOD,LBL,REG,FSJ,GS,7470	389-DPYO	-	83	-
Ship Material for OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 7460 All-in-One	340-CHGD	-	83	-
Shipping Label for DAO	389-BBUU	-	83	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	83	-
Intel Unite Software	658-BCXT	-	83	-
Flexible Catalog Config 03, OptiPlex 7470 AIO	610-BCDD	-	83	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	83	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	83	-
ProSupport: Next Business Day Onsite 3 Years	997-6895	-	83	-
ProSupport: 7x24 Technical Support, 3 Years	997-6915	-	83	-
Client ProSupport Asset Label without Company Name	365-0530	-	83	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	83	-
Dell Dock- WD19 90w Power Delivery - 130w AC		\$140.00	Qty 12	Subtotal \$1,680.00
Estimated delivery if purchased today: Aug. 12, 2019 Contract # 99AGZ Customer Agreement # MHEC-07012015				
Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	12	-
Advanced Exchange Service, 3 Years	824-3984	-	12	-
Dell Limited Hardware Warranty	824-3993	-	12	-
			Qty	Subtotal

Dell Latitude 3500

Estimated delivery if purchased today:

Aug. 14, 2019

Contract # 99AGZ

Customer Agreement # MHEC-07012015

\$808.74**12****\$9,704.88**

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 3500 BTX	210-ARRG	-	12	-
8th Generation Intel Core i5-8265U Processor (4 Core,6MB Cache,1.6GHz up to 3.90 GHz)	379-BDKU	-	12	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	12	-
Microsoft Office Home and Business 2019	630-ABGK	-	12	-
No DDP ESS Software	634-BENZ	-	12	-
Intel UHD 620 Graphics for Intel 8th Gen Core i5-8265U	338-BQSW	-	12	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	12	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BBNS	-	12	-
No AutoPilot	340-CKSZ	-	12	-
Not selected in this configuration	817-BBBC	-	12	-
Non-Touch WLAN LCD Cover with HD Camera	320-BCUI	-	12	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Microphone	391-BEBL	-	12	-
Single Pointing Non-backlit Keyboard, English	583-BFNE	-	12	-
No Mouse	570-AADK	-	12	-
Wireless Driver for Intel 9560 + Bluetooth 5.0	555-BETS	-	12	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BESB	-	12	-
No Mobile Broadband Card	556-BBCD	-	12	-
4 Cell 56Whr ExpressCharge™ Capable Battery	451-BCII	-	12	-
65 Watt AC Adapter	450-ADTR	-	12	-
No Fingerprint and No SmartCard Reader	346-BEZF	-	12	-
Fixed Hardware Configuration	998-DKFS	-	12	-
SupportAssist	525-BBCL	-	12	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	12	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	12	-
Waves Maxx Audio	658-BBRB	-	12	-
Dell Developed Recovery Environment	658-BCUV	-	12	-
Dell Power Manager	658-BDVK	-	12	-
System Shipment, Latitude 3500	658-BECE	-	12	-
Direct Ship Info Mod	340-AASO	-	12	-
Min Model Packaging	340-CLWY	-	12	-
ODM Info	640-BBJB	-	12	-
Latitude 3500 Quick Start Guide	340-CLMH	-	12	-
Regulatory Label, FCC	389-DPGZ	-	12	-
No Anti-Virus Software	650-AAAM	-	12	-
OS-Windows Media Not Included	620-AALW	-	12	-
Smart Selection Shipment (M)	800-BBQE	-	12	-

No Carrying Case	460-BBEX	-	12	-
No Docking Station	452-BBSE	-	12	-
US Power Cord	537-BBBL	-	12	-
No Option Included	340-ACQQ	-	12	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	12	-
EAN label	389-BKKL	-	12	-
eStar	387-BBNP	-	12	-
No Resource DVD / USB	430-XXYG	-	12	-
US Order	332-1286	-	12	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	12	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	12	-
ProSupport: Next Business Day Onsite, 1 Year	997-6662	-	12	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-6664	-	12	-
ProSupport: 7x24 Technical Support, 3 Years	997-6673	-	12	-
Dell Limited Hardware Warranty	997-6727	-	12	-
Configuration Services, Bottom Placement, Client ProSupport Asset Label without Company Name	365-1706	-	12	-

Subtotal:	\$116,655.44
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$116,655.44

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomib.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at [\("Satisfaction Guarantee"\)](#) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.