



**ENGINEERING SERVICES AGREEMENT**

**Project: SCADA Software Upgrade  
(Project)**

This Agreement is by and between:

City of West Lafayette (Owner)  
Wastewater Treatment Utility  
500 South River Road  
West Lafayette, IN 47906

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

**APPROVED FOR OWNER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED FOR DONOHUE**

By: David Froh

Printed Name: David Froh P.E.

Title: Vice President

Date: 12/22/2015

**PART I**  
**PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

**A. PROJECT DESCRIPTION**

West Lafayette Wastewater Utility (WTU) is currently utilizing version 5.0 iFix SCADA software. The software is functional, but is becoming outdated in order to support current computer hardware. The computer hardware cannot be upgraded without updating the SCADA software because version 5.0 does not support 64-bit operating systems. 32-bit operating systems are no longer supported by Microsoft and, in the event of a computer failure; compatible hardware would be difficult to procure. This project will update the computer hardware and software for the SCADA system.

In order to expedite delivery and to take advantage of a large discount, the Owner is providing the SCADA Software outside the scope of this contract.

**B. SCOPE OF SERVICES**

The basic scope of services for this project includes:

1. Provide two (2) new Dell Mini-Tower Workstation PCs to be used as redundant SCADA servers as indicated in the attached Dell quote dated 12/22/15. Workstations shall include, at a minimum:
  - 3.6 GHz Quad-Core Processor
  - Windows 7 Professional Operating System
  - Microsoft Office Home & Business 2013
  - Integrated Graphics Card
  - Mini Tower Chassis
  - 16 GB of RAM
  - One 500 GB 3.5" SATA Hard Drive
  - Two 10/100/1000 Mbps Network Interface Cards (NIC)
  - USB Keyboard and Mouse
  - 22" Monitor 16:10 aspect ratio
  
2. Provide three (3) new Dell PCs to be used as Runtime Clients as indicated in the attached Dell quote dated 12/22/15. Client PCs shall include, at a minimum:
  - 3.1 GHz Dual-Core Processor
  - Windows 7 Professional Operating System
  - Integrated Graphics Card
  - Micro Form Factor Desktop
  - 4 GB of RAM
  - One 500 GB 2.5" SATA Hard Drive
  - One 10/100/1000 Mbps NIC
  - USB Keyboard and Mouse
  - 22" Monitor 16:10 aspect ratio
  
3. Configure user accounts, networking, BIOS settings, and file sharing for new computers provided on this project.

4. Install and configure iFix software, drivers, redundancy, and application software utilizing existing application files. Basic installation and configuration shall be completed and tested off site. Configured hardware shall be delivered to the site and replace existing hardware. Plant SCADA system shall not be offline for more than 4 hours at a time. If upgrade cannot be completed in one day, existing SCADA system shall be placed back into service at the end of each working day until the new SCADA system is fully functional.

### **C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. On site work shall be coordinated with the Owner. The contract shall be completed by April 1, 2016.

## **PART II OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
  1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; FCC license information.
  3. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

## **PART III COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of **\$ 27,727.01** as summarized in attached Attachment 1.
- B. Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost plus ten percent (10%).

C. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a summary of the labor and material fees incurred during the billing period.

**PART IV**  
**CITY OF WEST LAFAYETTE, INDIANA**  
**STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. **INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

Owner shall indemnify and save harmless Donohue from and against loss, liability, claims, and damages sustained by Donohue due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Owner, its agents, or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. **LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Owner agrees that, to the fullest extent permitted by law, Donohue's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Donohue's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Donohue's professional liability insurance policy for a maximum of \$5,000,000 per occurrence and \$5,000,000 aggregate. Donohue agrees to maintain as a minimum this identified insurance limit for the duration of this Project.

**IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DONOHUE BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.**

13. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

18. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

20. **CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

24. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **PREVAILING PARTY.** Notwithstanding any provisions in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party is entitled to reasonable costs of litigation, including attorney fees.

# City of West Lafayette Provisions Required in all Contracts

## 1. Prevailing party – attorney fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

## 2. Engaging in activities w/Iran

By signing this Contract, Donohue & Associates certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

## 3. E-Verify

Donohue & Associates shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Donohue & Associates shall enroll in and verify the work eligibility status of all newly hired employees of Donohue & Associates through the E-Verify Program (“Program”). Donohue & Associates is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Donohue & Associates and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Donohue & Associates or its subcontractors subsequently learns is an unauthorized alien. If Donohue & Associates violates this Section 7(b), the City of West Lafayette Board of Public Works and Safety shall require Donohue & Associates to remedy the violation not later than thirty (30) days after the City of West Lafayette Board of Public Works and Safety notifies Donohue & Associates. If Donohue & Associates fails to remedy the violation within the thirty (30) day period, the City of West Lafayette Board of Public Works and Safety shall terminate the contract for breach of contract. If the City of West Lafayette Board of Public Works and Safety terminates the contract, Donohue & Associates shall, in addition to any other contractual remedies, be liable to the City of West Lafayette Board of Public Works and Safety for actual damages. There is a rebuttable presumption that Donohue & Associates did not knowingly employ an unauthorized alien if Donohue & Associates verified the work eligibility status of the employee through the Program.

c. If Donohue & Associates employs or contracts with an unauthorized alien but the City of West Lafayette Board of Public Works and Safety determines that terminating the contract would be detrimental to the public interest or public property, the City of West Lafayette Board of Public Works and Safety may allow the contract to remain in effect until the City of West Lafayette Board of Public Works and Safety procures a new contractor.

d. Donohue & Associates shall, prior to performing any work, require each subcontractor to certify to Donohue & Associates that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Donohue & Associates shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Donohue & Associates determines that a subcontractor is in violation of this Section 7(d), Donohue & Associates may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Donohue & Associates or the subcontractor.

e. By its signature below, Donohue & Associates swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City of West Lafayette Board of Public Works and Safety that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### 4. Non-Discrimination

Donohue & Associates agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the City of West Lafayette Board of Public Works and Safety may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City of West Lafayette Board of Public Works and Safety and all money due or to become due hereunder will be forfeited.

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

<b>A. <u>SCADA “Server” Computer Hardware (Qty 2)</u></b>	
*Quote from Dell dated 12/22/15	\$ 2,486.32
Dell 22” Flat Panel Monitors	\$ 343.18
Markup (10%)	\$ 282.95
<b>B. <u>SCADA “Client” Computer Hardware (Qty 3)</u></b>	
*Quote from Dell dated 12/22/15	\$ 1,474.47
Dell 22” Flat Panel Monitors	\$ 538.77
Markup (10%)	\$ 201.32
<b>C. <u>Contingency</u></b>	\$ 2,000.00
<b>D. <u>Application Engineering (Labor)</u></b>	
Not-To-Exceed Labor Fee (120 Hours @ \$170)	\$ 20,400.00

**TOTAL NOT TO EXCEED FEE: \$ 27,727.01**

\*Dell quote includes a discounted price for quantity and current sale offerings. Discounts may be different at time equipment is ordered. Applicable sales tax, shipping, and handling fees may not be reflected in the quote. Final price shall be determined by cost plus ten percent at time of purchase.

**ATTACHMENT #2**

**EMPLOYEE HOURLY RATE SCHEDULE**

Donohue & Associates, Inc.  
Hourly Charge-Out Schedule  
2016

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$235
Engineer/Specialist VIII	\$225
Engineer/Specialist VII	\$205
Engineer/Specialist VI	\$185
Engineer/Specialist V	\$170
Engineer/Specialist IV	\$155
Engineer/Specialist III	\$135
Engineer/Specialist II	\$120
Engineer/Specialist I	\$110
Technician II	\$90
Technician I	\$80
Administrative Assistance III	\$80
Administrative Assistance II	\$70
Administrative Assistance I	\$60

Notes:

*Labor charge-out rates are for normal work week.*

*Billing rates are in effect for 2016 and may be adjusted annually to reflect labor cost increases.*

*Mileage is billed at the current IRS stipulated rate.*

*Printing and reproductions are billed at cost.*

*Materials and Field Equipment are billed at cost plus ten percent.*



# Quote 1017776729462.1

## CITY OF WEST LAFAYETTE

### Salesperson

Salesperson Name  
Blanca Llamas

Salesperson Email  
Blanca\_Llamas@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
7254103

### Quote Details

Quote Date  
12/22/2015

Quote Validity  
01/21/2016

Solution ID  
-

### Billing Details

Company Name  
CITY OF WEST LAFAYETTE

Customer Number  
11419014

Phone Number  
1 (765) 7755145

Address  
500 SOUTH RIVER RD  
WASTEWATER  
W LAFAYETTE  
IN  
47906  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Precision Workstation T1700 Minitower CTO	2	\$1,243.16	\$2,486.32
Subtotal			\$2,486.32
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
<b>Total</b>			<b>\$2,486.32</b>

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

Dear Customer,

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

Regards,  
Blanca Llamas

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

## Product Details

### Shipping Details

Shipping Contact: MOORE MARK  
 Shipping Phone No: 1 (765) 7755145  
 Shipping via: Standard Ground  
 Shipping Address: 3020 N POST RD  
 INDIANAPOLIS  
 IN 46226  
 US

### Product Price Details

Subtotal	\$2,486.32
Tax	\$0.00
Shipping and Handling	\$0.00
Environmental Fee	\$0.00
<b>Total</b>	<b>\$2,486.32</b>

Description	Quantity	Unit Price	Subtotal Price
<b>Precision Workstation T1700 Minitower CTO</b>	2	\$1,243.16	\$2,486.32

Estimated Delivery Date: 01/04/2016  
 Contract Code: 50ahc  
 Customer Agreement No: RFP No. 11-15/01-42

210-AAJV	Dell Precision T1700 MT CTO Base	2	-	-
338-BFEF	Intel Core I7-4790 (Quad Core HT, 3.60GHz Turbo, 8MB, w/ HD Graphics 4600)	2	-	-
536-BBBL	Windows 7 Professional English 64bit (Includes Windows 8.1 Pro license)	2	-	-
634-BEZQ	Microsoft Office Home and Business 2016	2	-	-
370-AAKT	16GB (2x8GB) 1600MHz DDR3 Non-ECC	2	-	-
400-AALE	500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	2	-	-
490-BBBS	Integrated Graphics included	2	-	-
421-9982	Thank you for buying Dell	2	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	2	-	-
640-BBES	Dell Precision Optimizer	2	-	-
640-BBEW	Dell Data Protection   Protected Workspace	2	-	-
640-BBHR	Visit <a href="http://www.dell.com/encryption">www.dell.com/encryption</a>	2	-	-
640-BBHS	Not Selected in this Configuration	2	-	-

658-BBIH	Dell Applications for Windows 7	2	-	-
658-BBNH	Waves Maxx Audio	2	-	-
321-BBPB	Dell Precision T1700 MT Standard 290W TPM Chassis (Thunderbolt Ready)	2	-	-
387-BBBE	No Energy Star	2	-	-
450-AAFS	US/Thai/Philippines Power Cord	2	-	-
340-ABMZ	1-Watt BIOS	2	-	-
403-BBCE	Integrated Intel SATA Controller	2	-	-
449-BBBB	C1 SATA 3.5inch, 1 Hard Drive	2	-	-
780-BBCP	Non RAID	2	-	-
401-AADF	No Additional Hard Drive	2	-	-
401-AADF	No Additional Hard Drive	2	-	-
401-AADF	No Additional Hard Drive	2	-	-
411-XXYD	Raid Configuration not over 2 TB	2	-	-
409-BBCF	No Intel Rapid Start or Smart Connect	2	-	-
429-AAEC	16x DVD-ROM Drive	2	-	-
429-AABU	PowerDVD Software not included	2	-	-
520-AAAK	Internal Speaker	2	-	-
385-BBBL	No Media Card Reader	2	-	-
555-BBEB	Broadcom 5722 Single Port Gigabit Ethernet PCI- Express Network Interface Card	2	-	-
492-BBFF	No PCIe add-in card	2	-	-
817-BBBC	Not Selected in this Configuration	2	-	-
631-AAAP	No Out-of-Band Systems Management	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
650-AABC	No Anti-Virus Software	2	-	-
580-ABLY	No Keyboard with Filler for MT/DT	2	-	-
570-AAAK	Mouse not included	2	-	-
817-BBBC	Not Selected in this Configuration	2	-	-
817-BBBC	Not Selected in this Configuration	2	-	-
620-AASU	Windows 8.1 DVD OS Recovery(English)	2	-	-
637-AAAS	Dell Backup and Recovery Basic	2	-	-
430-XXYU	Resource DVD not Included	2	-	-
340-AAMH	No Setup and Features Guide	2	-	-
332-1286	US Order	2	-	-
320-3316	Monitor Option-None	2	-	-
328-BBBP	Precision T1700 MT Packaging	2	-	-
658-BBNQ	No Windows XP Mode	2	-	-
817-BBBC	Not Selected in this Configuration	2	-	-
389-BBJP	Intel Core I7 Processor Label	2	-	-
634-BENZ	No DDP ESS Software	2	-	-
525-0057	Kace K1000 Express	2	-	-
340-AAMJ	English Shipping Docs	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	2	-	-
997-2808	Dell Limited Hardware Warranty Plus Service	2	-	-
997-2836	ProSupport: 7x24 Technical Support, 3 Years	2	-	-
997-6782	ProSupport: Next Business Day Onsite, 3 Years	2	-	-
461-AABF	No CompuTrace	2	-	-
461-AAAR	No Chassis Intrusion Switch	2	-	-



# Quote 1020376993926.1

## CITY OF WEST LAFAYETTE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Blanca Llamas	<b>Quote Date</b> 12/22/2015	<b>Company Name</b> CITY OF WEST LAFAYETTE
<b>Salesperson Email</b> Blanca_Llamas@Dell.com	<b>Quote Validity</b> 01/21/2016	<b>Customer Number</b> 11419014
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (765) 7755145
<b>Salesperson Extension</b> 7254103		<b>Address</b> 500 SOUTH RIVER RD WASTEWATER W LAFAYETTE IN 47906 US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 3020M	<del>5</del> 3	\$491.49	<del>\$2,457.45</del> <b>\$1,474.47</b>
		Subtotal	<del>\$2,457.45</del>
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<del>\$2,457.45</del> <b>\$1,474.47</b>

Owner elected to only utilize three client nodes.

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



# Quote 1022983769269.1

## CITY OF WEST LAFAYETTE

### Salesperson

Salesperson Name  
Blanca Llamas

Salesperson Email  
Blanca\_Llamas@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
7254103

### Quote Details

Quote Date  
12/22/2015

Quote Validity  
01/21/2016

Solution ID  
-

### Billing Details

Company Name  
CITY OF WEST LAFAYETTE

Customer Number  
11419014

Phone Number  
1 (765) 7755145

Address  
500 SOUTH RIVER RD  
WASTEWATER  
W LAFAYETTE  
IN  
47906  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Flat Panel Monitor	<del>7</del> 5	\$171.59	<del>\$1,201.13</del> \$857.95
3Yr PREMIUM PANEL Ltd. Warranty, 3 yr Advanced Exchange	1	\$0.00	\$0.00
Subtotal			<del>\$1,201.13</del>
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			<del>\$1,201.13</del> \$857.95

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

## Important Notes

### Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell 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:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

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 - A Version ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

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](mailto: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.