

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18561
 Sponsor(s): James D. Tindall
 Date: June 30, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase and installation of an Uninterrupted Power Supply (UPS) to cover the dispatch equipment and EOC per the attached Quotation for the Sheriff's Department from Motorola Solutions Inc. or Schaumburg, IL under the terms and conditions of City of Kansas City, Missouri Contract No.: EV0593, an existing government contract.</u></p>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$58,559.75</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$58,559.75</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$58,559.75</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> <tr> <td>010-4245-58170 Grant Fund, Sheriff EOC, Other Equipment</td> <td>\$45,759.75</td> </tr> <tr> <td>004-5104-56080 Special Road & Bridge, Non-Departmental, Other Professional Services</td> <td>\$12,800.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>\$58,559.75</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$58,559.75	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$58,559.75	Amount budgeted for this item * (including transfers):	\$58,559.75	Source of funding (name of fund) and account code number; FROM / TO		010-4245-58170 Grant Fund, Sheriff EOC, Other Equipment	\$45,759.75	004-5104-56080 Special Road & Bridge, Non-Departmental, Other Professional Services	\$12,800.00	Total	\$58,559.75
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PRIOR LEGISLATION	<p>Prior ordinances and (date): O.#4471, Nov. 5, 2012 Prior resolutions and (date): R.#18276, Oct. 14, 2013</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																
REQUEST SUMMARY	<p>The Sherriff's Department is working to upgrade their dispatch area at the new Sheriff's Headquarters by joining the P25 Metro Area Regional Radio System (MARRS). As part of this project a new dispatch console and related radio equipment will be installed requiring the use of an uninterrupted power supply (UPS) capable of sustaining power in case of emergencies.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of an Uninterrupted Power Supply per the attached Quotation for the Sherriff's Department to Motorola Solutions Inc. of Schaumburg, IL under the terms and conditions set for in City of Kansas City, Missouri Contract No EV0593.</p> <p>The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																
ATTACHMENTS	<p>Motorola Solutions Quotation, and Pertinent pages of KCMO Contract No. EV0593</p>																

REVIEW	Department Director:	<i>[Signature]</i>	Date:	<i>23 June 2014</i>
	Finance (Budget Approval): <i>If applicable</i>		Date:	
	Division Manager:	<i>[Signature]</i>	Date:	<i>6/22/2014</i>
	County Counselor's Office:		Date:	

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: June 25, 2014

ORD/RES # 18561

Department / Division	Character/Description	Not to Exceed
010 - Grant Fund		
4245 - Sheriff EOC	58170 - Other Equipment	45,760
004 - Special Road and Bridge		
5104 - Non-departmental	56080 - Other professional Services	12,800
Total		58,560

Deborah S Ball
 Budgeting 6-25-14



MOTOROLA SOLUTIONS

Effective: June 20, 2014

Effective To: July 30, 2014

Bill To: Jackson County MO

Ultimate Destination Same as Bill To

Attention:

Name: Amiee Wenson
 Email: awenson@jacksongov.org
 Phone: 816-881-3073

Sales Contact:

Name: Sean Kostelnik
 Email:
 Phone: 913-213-3486

Contra KCMO contract
 Freight FOB Destination
 Payme Net 30 Due

<u>Qty.</u>	<u>Description</u>	<u>Model</u>	<u>APC Cod</u>	<u>List Price</u>	<u>Conti</u>	<u>Extended Price</u>
1	UPS, NX 30KVA/24KW, 3-PH, 25 MN RUN	DSNX24KW208V025B	207	61,013.00	25%	\$45,759.75
1	Site Development		306	12,800.00	0%	\$12,800.00

\$58,559.75

\$58,559.75

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
 2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
 4. Prices quoted are valid for thirty (30) days from the date of this quote.
 5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.
- MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- Thank you for your consideration of Motorola products.**



MODIFICATION OF CONTRACT

Res. 18561

1. Modification No.: 3 Effective Date: 11-17-2013	2. Contract No.: EV0593 Effective Date: 12-16-2009
3. Senior Buyer: Keely Golden, CPPB Telephone Number: (816) 513-3670	5. Supplier – Name and Address MOTOROLA, INC. ATTN: BRUCE MARLEY, LAW DEPT. 1301 EAST ALGONQUIN RD, IL02-SH5 SHAUMBERG, IL 60196
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

COMPLIANT RADIO NETWORK

Contract **EV0593** is renewed for one (1) year, at the current pricing level, November 17, 2013 to November 16, 2014 by exercising the second option to renew, the authority for which is contained in Exhibit A, Terms And Conditions.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV0593** remain unchanged.

8. City of Kansas City, Missouri

By: **Keely Golden, CPPB**

Senior Buyer, Procurement Services

This Day: 11/21/13



MODIFICATION OF CONTRACT

Res. 18561

1. Modification No.: 1 Effective Date: 08/03/2011	2. Contract No.: EV0593 Effective Date: 12/16/2009
3. Senior Buyer: Keely Golden Telephone Number: (816) 513-3670	5. Supplier – Name and Address Motorola, Inc. Attention: Bruce Marley, Law Department 1301 East Algonquin Road, IL02-SH5 Schaumburg IL 60196
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	

7. Description of Modification

COMPLAINT RADIO NETWORK

Contract **EV0593** is utilizing the cooperative language to the contract effective as of 08/03/2011.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

Yes No

All other Terms and Conditions of Contract **EV0593** remain unchanged.

8. City of Kansas City, Missouri

By: Keely Golden, CPPB

Senior Buyer

This Day: **August 3, 2011**

CONTRACT FOR SERVICES
CONTRACT NO. EV0000593
CITY MANAGER'S OFFICE

Res. 18561

THIS CONTRACT is dated this 16th day of December, 2009 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and MOTOROLA, INC. (Contractor), whereby Contractor shall provide P-25 compliant radio network services to the City in accordance with the terms and conditions contained in this contract.

PART I
SPECIAL AND STANDARD TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in Attachment I, Specification/Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$31,832,212.81. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: As per the milestones described in Attachment 7.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form as described in this contract and its attachments, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 3. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 4. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special and Standard Contract Terms and Conditions of Part I and the General Conditions of Part II of this Contract, Part I will be controlling. In the event of any conflict or ambiguity between Parts I and II of this Contract and any Attachment to this Contract, Parts I and II will be controlling.

Sec. 5. Contract Attachments. The following documents are Attachments to this Contract and are attached hereto and incorporated herein by this reference:

- Attachment 1- Statement of Work
- Attachment 2- System Description
- Attachment 3- Coverage Acceptance Test Plan
- Attachment 4- Project Plan
- Attachment 5- Point by Point
- Attachment 6- Pricing Detail
- Attachment 7- Payment Plan and Milestone Breakdown
- Attachment 8- Responsibility Matrix
- Attachment 9- Subcontractor Listing including MBE/WBEs
- Attachment 10- Site Documentation Matrix
- Attachment 11- Site Equipment Relocation Matrix
- Attachment 12- Subscriber Unit Price List
- Attachment 13- Equipment Spares List
- Attachment 14- Furniture Pricing
- Attachment 15- Ongoing Service Price List
- Attachment 16- Contractor Support Priority, Response and Resolution Guidelines
- Attachment 17- City Support Escalation Procedures
- Attachment 18- Test Equipment Matrix
- Attachment 19- ESS
- Attachment 20- Insurance Certificate
- Attachment 21- RESERVED- Performance Bond
- Attachment 22- RESERVED- Payment Bond
- Attachment 23- RESERVED- Revenue Clearance

Sec. 6. Minority and Women's Business Enterprises. The goals for this contract are 13% for Minority Business Enterprises (MBE) participation and 10% for Women's Business Enterprises (WBE) participation. The responsibilities of the Contractor are specified in Article 6.10.G of the General Conditions found in Part II of this Contract. (Motorola needs clarification as to what exactly this applies to – services, products, etc.).

Sec. 7. Term. This Contract shall begin on the date of execution and shall terminate one year from such date of execution. The City is granted the option of four annual Contract renewals whereby the terms of this Contract could be renewed for a period of up to one year by Amendment.

Sec. 8. Software Licensing Agreement. The parties shall enter into a Software Licensing Agreement for the license of software for this project, and it is the intention of the parties that the execution of such Licensing Agreement be contemporaneous, or nearly contemporaneous, with the execution of this Contract. The Software Licensing Agreement is identified as Kansas City Contract Number EV0909.

STANDARD TERMS AND CONDITIONS

Sec. 9. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 10. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 11. Waiver or Modification.

- A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.
- B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 15. Rules of Contract Construction. City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 16. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Sec. 17. Employee Eligibility Verification.

- A. Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).
- B. Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

- C. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 18. Invoicing and Payment.

Motorola will submit invoices to City according to the schedule in Attachment 7. Except for a payment that is due on the Effective Date, City will make payments to Motorola within forty-five (45) days after the date of each invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

All invoices must be received hard copy to the address listed below.

EV0593- Compliant Radio Network

City of Kansas City, MO

414 E. 12th St., 1st fl. West

Kansas City, MO 64106

Attn: Senior Buyer: Specializing in Technology Purchases

Sec. 19 Final Payment

A. Application for Payment

1. After CONTRACTOR has completed all work and delivered in accordance with the Contract Documents all required maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation required by the Contract Documents, including but not limited to the evidence of insurance required by Subparagraph 5.04 B.7;

b. 00480 HRD 12: Affidavit of Actual Utilization; and

c. 01290.14 "Contractor Affidavit for Final Payment" from CONTRACTOR and 01290.15 "Subcontractor Affidavit for Final Payment" from all Subcontractors, regardless of tier.

B. Review of Application and Acceptance

1. If, on the basis of CITY's Representative's observation of the Work during construction and final inspection, and CITY's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, CITY's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY's Representative will, within ten (10) days after receipt of the final Application for Payment, indicate in writing CITY's Representative's recommendation of payment and present the Application to CITY for payment. At the same time CITY will also give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.09.

2. Otherwise, CITY will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application to CITY. After the presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, including applicable federal and state prevailing wage provisions, the amount will become due and will be paid by CITY to CONTRACTOR in accordance with Laws and Regulations.

Sec. 20 Title

1. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to City upon shipment. Title to Software will not pass to City at any time. Risk of loss will pass to City upon delivery of the Equipment to the custody of City at the City-designated site in accordance with the City's instructions. Motorola will pack and ship all Equipment in accordance with good commercial practices.

2. Kansas City is the ultimate destination where the Equipment will be delivered to the Owner.

3. Owner may change this information by giving written notice to Motorola.

4. The Ship-to address is:

Motorola c/o Commenco, Inc.

4901 Bristol Ave.

Kansas City, MO 64129

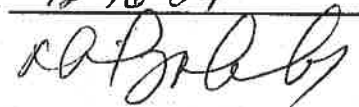
THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): _____

CONTRACTOR

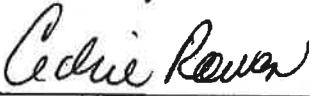
I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: Matorola
By: Daniel J. Delaney
Title: MSSI Vice President
Date: 12-16-09


(Affix Corporate Seal)

KANSAS CITY, MISSOURI


By:  12/16/09
City Manager (Date)

Reviewed by:
 12/16/09
Cedric Rowan (Date)

Manager of Procurement Services


 12/16/2009
Richard A. Dyer (Date)

Fire Chief

 12-18-09
James Corwin (Date)

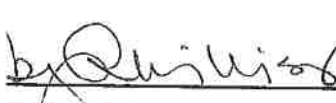
Police Chief

Approved as to form:

 12/18/09

Alan Holtkamp (Date)
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 12/23/09

Jeffrey Yates (Date)
Director of Finance