

INTRODUCED BY: COUNCIL MEMBER (s) Rentz

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR MITEL TELEPHONE MAINTENANCE; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bid and Requests for Proposals issued by the County received bids
10 and proposals for the following items or services:

11 BID NAME

12 Mitel Telephone Maintenance

13 NUMBER OF BIDS RECEIVED

14 1

15 DATE OF BID OPENING

16 5-24-2016

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Information Technology has determined that certain bids and proposals

FILED

JUN 22 2016

1 represent the lowest and best bid for the respective items or services and met the bid or
2 proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Tech Electronics for a term from 07-08-
5 16 to 07-07-19 upon approval by the County Council and County Executive for the total
6 amount up to **\$16,332.00** annually, subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

8 **AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor
11 bidding for each respective item or service as follows:

12 BID NAME

13 Mitel Telephone Maintenance

14 TERM

15 07-08-16 to 07-07-19

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$16,332.00** annually,

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Tech Electronics

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A" and
3 any agreements or contracts necessary to effectuate the award of the bids and proposals set
4 forth in this Ordinance. The County Executive is further authorized to take any and all
5 actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the
6 Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

7 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
8 thereto, and any contracts or agreements shall be maintained by the Department of the
9 County Clerk consistent with the rules and procedures for the maintenance and retention
10 of records as promulgated by the Secretary of State.

11 Section 4. This Ordinance shall be in full force and effect from and after its
12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
13 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

| | |
|--|---------------|
| Council Member District 1, Don Bickowski | <u>Yes</u> |
| Council Member District 2, Renee Reuter | <u>Yes</u> |
| Council Member District 3, Robert Boyer | <u>Yes</u> |
| Council Member District 4, George Engelbach | <u>Absent</u> |
| Council Member District 5, Oscar J. "Jim" Kasten | <u>Yes</u> |
| Council Member District 6, Cliff Lane | <u>Yes</u> |
| Council Member District 7, James Terry | <u>Yes</u> |

THE ABOVE BILL ON THIS 13th DAY OF June, 2016:

✓ PASSED FAILED



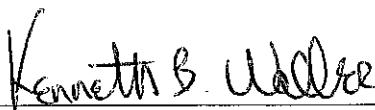
Renee Reuter, County Council Chair



Pat Schlette
Pat Schlette, Council Administrative Assistant

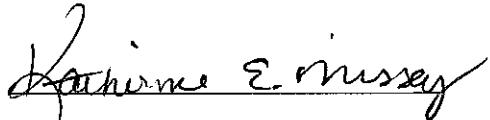
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF JUNE, 2016.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2016.

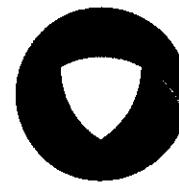

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

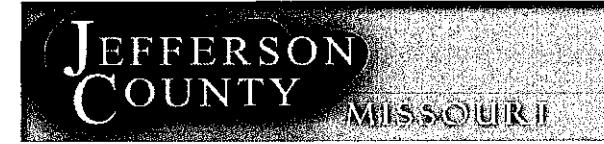

Wes Wagner, County Clerk

BY: 

Reading Date: 06-13-2016



TECH
ELECTRONICS



**Mitel Telephone
Maintenance RFP**

May 24, 2016



Jefferson County
Mitel Telephone Maintenance RFP
May 24, 2016

The Power of Connection and Protection™

Table of Contents

| | |
|--------------------|--|
| SECTION I: | SCOPE OF PROJECT |
| SECTION II: | CURRENT ENVIRONMENT |
| SECTION III: | BUSINESS REQUIREMENTS |
| SECTION IV: | PRICING |
| SECTION V: | REFERENCES |
| SECTION VI: | COMPLETE RFP RESPONSE WITH AFFIDAVIT OF WORK |
| SECTION VII | CERTIFICATE OF INSURANCE |
| SECTION VIII | NOTARIZED AFFIDAVIT (REAL/PERSONAL PROPERTY) |
| SECTION IX..... | E-VERIFY |

SECTION I SCOPE OF PROJECT

Jefferson County is seeking a **three year contract with fixed pricing** for the three years to provide Hardware and Software Maintenance on their MITEL Telephone Equipment and Software as described in the Current Environment, Section II.

Response: Tech Electronics understands and will comply.

SECTION II CURRENT ENVIRONMENT

Currently, Jefferson County has all MITEL Telephone equipment described as follows:

| MITEL Equipment | Location Name | Location Address | City | State, Zip |
|---------------------------------------|---|------------------------------|------------|------------|
| MITEL Applications Suite (MAS) Server | Courthouse also physical location of equipment | 300 Main Street | Hillsboro | MO. 63050 |
| | All of the following locations access Mitel NuPoint on MAS voice mail | | | |
| | MAS Licensing is as follows: <ul style="list-style-type: none">. (1000) NuPoint Voice Mail Box users. (50) NuPoint advanced UM. (2) Audio and web conferencing Ports | | | |
| MITEL 3300 ICP | Courthouse also physical location of equipment | 300 Main Street | Hillsboro | MO. 63050 |
| | Animal Control | 7105 Shelter Road | Barnhart | MO. 63012 |
| | East Zone Office | 955 Windsor Road | Imperial | MO. 63052 |
| | EDC | 5217 Hwy B | Hillsboro | MO. 63050 |
| | Fleet Services | 355 Elm St. | Hillsboro | MO. 63050 |
| | Justice Center (Includes Sheriff Administration and Juvenile Administration) | 400 First Street | Hillsboro | MO. 63050 |
| | Juvenile Detention Center | 9501 Goldfinch Lane | Hillsboro | MO. 63050 |
| | North Zone Office | 34 Dillon Plaza | High Ridge | MO. 63049 |
| | South Zone Office | 1000 Viking Road | Hillsboro | MO. 63050 |
| | Special Operations | 124 Mississippi | Barnhart | MO. 63052 |
| | 3 rd Street Annex | 301 North 3 rd St | Hillsboro | MO. 63050 |

| | | | | |
|---|--|---------------|-----------|-----------|
| MITEL SX 2000 light peripheral node II Qty 5 in following locations | Courthouse Also Physical location of equipment | 300 Main St. | Hillsboro | MO. 63050 |
| | Administration Building Also is supported but MITEL 3300 ICP | 729 Maple St | Hillsboro | MO. 63050 |
| | Annex | 724 Maple St. | Hillsboro | MO. 63050 |
| | Facilities Department | 739 Maple St. | Hillsboro | MO. 63050 |
| | Sheriff's Department – Jail Facilities | 510 First St | Hillsboro | MO. 63050 |
| MITEL Software Assurance for ALL Mitel Systems Maintenance | <ul style="list-style-type: none"> • MITEL 24/7 technical support coverage • Software updates for patches and bug fixes • New software released for enhanced functionality • Mitel Technical Support resources, exclusively for Mitel - certified technicians, which includes call-in, web ticket, and Mitel knowledge Base Support. | | | |

| | | | | |
|------------------|---|-----------|-----|--|
| MITEL Telephones | All of the following telephones are to be included as part of the equipment maintenance. | 4001 | 32 | |
| | If a telephone breaks, the telephone will be replaced at no expense including no shipping or restocking fees. | 4015 | 150 | |
| | | 4025 | 100 | |
| | | 5212 | 111 | |
| | | 5220 | 52 | |
| | | 5224 | 26 | |
| | | 5240 | 32 | |
| | | 5304 | 3 | |
| | | 5312 | 1 | |
| | | 5320 | 10 | |
| | | 5330 | 16 | |
| | | 5340 | 77 | |
| | | 5360 | 3 | |
| | | Navigator | 4 | |
| | | Total | 602 | |

SECTION III BUSINESS REQUIREMENTS

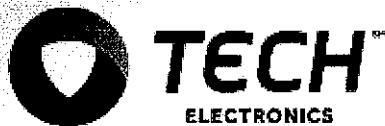
Maintenance Features and Functionality

| | | Y/N | Comments |
|----|--|-----|-------------------------------|
| 1. | Must be able to furnish all labor twenty-four (24) hours a day, seven (7) days a week after receiving notification of a major malfunction. All other maintenance service request will normally be responded to within twenty-four (24) hours of the Customer's request between the hours of 8:00 AM C.S.T. and 4:30 PM C.S.T. Monday thru Friday. | Yes | 24x7 Parts and Labor Coverage |
| 2. | Any maintenance needs to be done that requires the system to be taken off line must be done after hours. After 6:00 PM CST and before 7:00 AM CST. | Yes | NO ADDITIONAL CHARGE |
| 3. | Maintenance will include replacement parts deemed necessary. All parts will be furnished on an exchange basis and will be new standard parts of equal quality. Exchanged parts removed for the system become the property of the vendor. | Yes | |
| 4. | All emergency calls must be responded to within 2 hours and a certified MITEL technician must be on site within 3 hours if the problem cannot be fixed remotely. If this objective cannot be meant, the vendor will pay \$ 500 per hour for every hour that there is no response. | Yes | |
| 5. | In the case of a PABX complete failure, the vendor must have either the 3300 or the SX-2000 Light peripheral node II available to on site within 4 hours. | Yes | |
| 6. | Jefferson County will have direct access to an afterhours service dispatch and may request dispatch of the technician. | Yes | |
| 7. | Provide a dedicated technical help desk at no additional charge for supporting Jefferson County inquiries regarding system performance and/or remote trouble resolution. Advice and assistance through telephone and e-mail support is available for service related items during the normal business hours (8:00 A.M. to 5:00 P.M. CST.) Monday through Friday excluding statutory holidays. | Yes | |

| | | | |
|-----|--|-----|--|
| 8. | Provide Customer Service Performance Reports as requested by authorized customer contact. These reports will identify number of service work orders generated and various service performance levels such as average number of trips to complete work orders, service response times, number of service calls, number of service calls per piece of equipment, etc. | Yes | |
| 9. | All support must be provided by a Certified MITEL Technician. | Yes | |
| 10. | Must have a supply of MITEL's recommended spare parts in their inventory that is located within the St. Louis Area for easy access for the technician. | Yes | |
| 11. | Must have an agreement with the MITEL for parts supply, maintenance, and field support, including software. | Yes | |
| 12. | Must provide unlimited system administration training and individual user training at no additional charge during business hours (8:00 AM to 5:00 PM C.S.T.) Monday thru Friday. Training will be performed by a trained System Trainer or Technician. | Yes | |

SECTION IV PRICING

| | | Comments |
|--|--|---|
| | <p>Based on information provided in this RFP, the price for a three year maintenance contract to provide hardware and software support for the Mitel 3300 ICP, Mitel SX2000, Applications Suite (MAS) Server and ALL telephones will be \$16,332.00 per year.</p> <p>Three year TOTAL \$48,996.00.</p> | A contract has been included for signature. |
| | | |



The Power of Connection and Protection

PREVENTATIVE MAINTENANCE AGREEMENT

6437 Manchester Avenue, St. Louis, MO 63139
PHONE: (314) 645-6200 | FAX: (314) 951-7750 | www.techelectronics.com

This Preventive Maintenance Agreement (this "Agreement") is made this _____ day of _____, 20_____, by and between Tech Electronics, a(n) Missouri corporation ("TE") and Jefferson County Courthouse, P.O. Box 100 Hillsboro, MO 63050, ("Customer").

1. Services.

1.1 Type of Services. TE agrees to provide Services (as defined in Schedule A, attached hereto and incorporated by reference herein) with respect to the System(s) as defined in Schedule A. If Customer desires TE to provide any additional services other than as set forth herein, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Service Limitations. If maintenance service is requested because of causes other than normal wear and tear or breach of a warranty provided by TE, the service will be provided at TE's per call rates and terms then in effect. Some examples of causes other than normal wear and tear include: unauthorized attempts by other than TE personnel to move, alter, tamper with, repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by TE or of equipment not covered by this Agreement; fault or negligence of Customer; operator error; improper use or misuse of the equipment; improper use of expendable items which do not meet the manufacturer's specifications; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lighting. Maintenance service does not include (i) operating supplies, accessories, cleaning supplies or other expendable items necessary for Customer preventive maintenance; (ii) paint, or refinishing the equipment or furnishing materials for this purpose; (iii) electrical work external to the machines or maintenance of accessories; (iv) batteries or lamps; (v) alterations, attachments or other devices not furnished by TE unless specifically noted herein; (vi) moves, adds or changes of software and/or System hardware not related to maintenance of the System; or (vii) foreign connections, including fiber connection, network connections and telephone connections not described on Schedule A.

1.3 Customer's Responsibilities. During the term of this Agreement, Customer shall (i) furnish to TE in writing and on a continuing basis a list of the names and telephone numbers of persons authorized to place service requests on behalf of the Customer and/or from whom TE representatives should obtain authorization in performing service on the System, provided that if no such list is furnished or the Customer does not require such contacts to be the exclusive authorized contacts as provided by this Agreement, TE may accept service or other requests from any Customer representative; (ii) not tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with the System, nor permit the same to be done, and shall indemnify and pay to TE the cost of repair or replacement of any loss or damage to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction; (iii) maintain, repair, service, and/or assure the operation of any other property, system or any device of Customer or of others to which the System may be attached or connected, including, by way of example but not limited to, sprinkler systems, Customer provided equipment and/or software, and door closures, and to redecorate any portion of Customer's premises affected by the removal of all or part of the System; (iv) to provide uninterrupted 110 volt A.C. power at

location(s) through Customer's meter and at Customer's expense; (v) to the extent that the System is under Customer control: (a) to carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that TE is unable to detect such changes, and accordingly, that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained. Customer shall immediately report to TE any claimed inadequacy in, or failure of, the System; (b) to turn off or remove all devices which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closed periods while the System is on; and (c) to refrain from causing false alarms through the carelessness of Customer, failure to maintain the premises in a suitable and safe condition, or the malicious or accidental use of the System, and to reimburse TE for payment of any false alarm fine, penalty, or fee assessed against TE by any governmental or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any TE response to such false alarms; (vi) to notify TE immediately of equipment failure and allow TE full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed by Customer as a site access requirement. Also, Customer shall allow TE to use necessary machines, communication facilities, features and other equipment (except as normally supplied by TE) at no charge; (vii) control site environmental conditions by maintaining temperature and humidity levels appropriate for all computer portions of the System. Customer shall maintain (a) a temperature of 18 degrees to 24 degrees Celsius (65 degrees to 75 degrees Fahrenheit with a maximum change of 6 degrees Fahrenheit per hour) and (b) a humidity of 40% to 60% (non-condensing); (viii) notify TE of any alterations, remodeling, fixture or structural changes, and to bear the cost of changes in the System required as a result which are authorized by Customer; (ix) unless otherwise provided on Schedule A, provide TE with extension ladders, powered lifts or scaffolding where required for inspection of System equipment. Customer shall move, at its own expense, any heavy equipment or obstacles which TE indicates must be moved to permit inspection and/or service of the System; (x) have a representative on Customer's premises during TE's performance of maintenance services hereunder; (xi) to facilitate TE's performance of maintenance services, provide reasonable facilities such as, but not limited to, secure storage space, a designated work area with adequate heat and light, and access to a local telephone line, with such facilities to be provided upon request and at no charge to TE; (xii) pay all false alarm assessments, charges for service caused by telephone line problems, taxes, fees and charges imposed by any governmental authority on or relating to the System; (xiii) arrange, at its own expense, for telephone line and telephone interface or interconnection to be installed by the telephone company in accordance with standard procedures; (xiv) secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring and/or repair of the System. Customer shall pay or reimburse TE for all taxes, fees or charges,

including sales/use tax, personal property tax, licenses and permit fees imposed by any governmental authority (including utility companies) relating to the Services provided; (xv) ensure that all alarms, valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, are or will be corrected at Customer's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with TE signaling devices; (xvi) obtain and maintain passwords and other network security adequate to insure protection against loss of information or data network operations. Customer acknowledges and agrees that if Customer ties the System, or any part thereof, with its computer network, TE shall not be responsible for any viruses, data corruption, hacking or other breaches of network security; and (xvii) provide TE with access to and use of Customer's local area or wide area network, including all passwords as necessary to enable such access. Any System components that require interface with Customer's local area or wide area network must comply with the specifications provided by the System's manufacturer. It is Customer's responsibility to ensure that such compatibility is maintained while the System is covered under this Agreement. In the event that the System experiences problems that are suspected to arise from compatibility issues and/or if needed repairs or modifications to Customer's local area or wide area network, or for any other reason, Tech will devote a maximum of four (4) hours troubleshooting and repairs at its own expense. After the four (4) hours are used, Customer may choose to either give authorization to pay Tech on a time and material basis at its current service charges to continue troubleshooting and repairs or may hire a third party to make the required repairs and/or modifications to the local area or wide area network at its own expense. If such written authorization is not granted to TE within a time period specified in writing by TE to Customer, or if Customer fails to take the corrective actions required to make its local area network or wide area network compatible with the System, this Agreement shall terminate automatically and Customer shall pay TE for all of its costs.

1.4 Movement of Equipment. To permit continuity of service under this Agreement, Customer shall give TE at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. TE personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. The monthly charges hereunder shall be suspended when the System is dismantled and reinstated on the day following equipment reinstallation and acceptance by TE at the new location. TE shall be under no obligation to furnish continued Services (preventive or remedial) under this Agreement if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of TE.

1.5 Authorization of TE. Customer hereby authorizes and empowers TE, its agents or assigns, if required by this Agreement, to: (i) to perform any necessary Services as required to be performed by TE hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished TE with a key to its premises. TE assumes no liability for any delay, however caused, in the installation of the System or for interruption of Services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of TE. Notwithstanding the foregoing, TE shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment. Customer agrees to pay TE quarterly for preventive maintenance services based on the monthly amount set forth below plus any taxes and fees, payable in advance on the first day of each quarterly billing period during the term of this Agreement:

\$ 1,361.00 per month

2.2 Fee Increase. TE shall have the right to increase the recurring service charges set forth in Section 2, upon written notice to Customer, at any time or times after the date service is operative under this Agreement. Customer agrees to notify TE of any objection to such increase in writing within 20 days after the date of the notice of increase, failing which it shall be conclusively presumed that Customer has agreed to such increase. In the event Customer objects to such increase, TE may elect, at its option, to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Customer, or (ii) terminate the Agreement upon 15 days written notice to Customer.

2.3 Expansion of System. If, during the term of this Agreement, Customer expands the System, TE may, in its sole discretion, increase the recurring service charge commensurate with the expansion of the System, in which case TE shall send Customer an additional invoice with such fee prorated over the remaining term of this Agreement. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of this Agreement.

2.4 Additional Charges to Customer. Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by TE; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to TE after the effective date of this Agreement, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of TE, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of this Agreement; and (vi) service fees and costs in connection with curing an Event of Default pursuant to Section 8.2. In such cases, TE reserves the right to add a special processing fee as well. All such additional charges shall be payable in accordance with the terms of TE's invoice for same.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions. TE has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. TE hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that TE is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. TE shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by TE.

3.2 Third Party Software Terms and Conditions. Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) TE may terminate this Agreement immediately and (ii) any additional Services provided by TE that are requested by Customer shall be on a time-and-materials basis at TE's then-current services rates.

3.3 Third Party Beneficiary. Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary

with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels. Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Services hereunder, (ii) TE may terminate this Agreement immediately and (iii) any additional Services provided by TE that are requested by Customer shall be on a time-and-materials basis at TE's then-current services rates.

4. Term and Termination.

This Agreement shall begin on the date of TE's execution of this Agreement, and shall continue for a period of 3 years after the first day of the month next following said date. Thereafter, this Agreement shall renew automatically for successive periods of one year unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then-current term. Notwithstanding the foregoing, this Agreement may be terminated pursuant to Sections 1.3(xvii), 2.2, 3.2, 3.4, 8.2 and 9.3 of this Agreement.

5. Warranties and Indemnification.

5.1 General Warranty. TE warrants that any goods furnished hereunder will be free from defects and that any Services performed will be done in a workmanlike manner. If any failure to conform to this warranty be found within 30 days from the date such goods are installed, TE will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TE.** TE does not represent or warrant that Customer's fire, alarm, security, telephone and/or other communications system (the "System") will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) TE has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein, and (iii) Customer has read and understands this entire Agreement, including Section 1 and Section 6 setting forth TE's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that TE is not an insurer and that this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. TE's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software. TE MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE

EXCEPTION OF ANY WARRANTIES THAT TE IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

5.3 Indemnification. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TE, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF TE IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT.

6. Limitation of Liability.

THE TOTAL LIABILITY OF TE HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TE FOR SUCH SERVICES, NOT TO EXCEED 50% OF ONE YEAR'S RECURRING SERVICE CHARGE (AS SET FORTH BELOW) OR THE AMOUNT OF \$1,000.00 WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THIS AGREEMENT OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TE'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED),

CONTRACT, TORT OR OTHERWISE. TE SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TE HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TE.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TE FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TE ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TE.

8. Default and Remedies.

8.1 Default. The happening of any one of the following shall be an "Event of Default" under this Agreement: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from TE; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during the term of this Agreement.

8.2 Remedies. Upon the occurrence of an Event of Default, then at any time thereafter TE may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) cure the Event of Default, in which case Customer shall pay TE's service fees and costs incurred in effecting such cure; (iii) receive immediate possession of any TE owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the TE owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iv) proceed at law or in equity to enforce performance by Customer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; (v) discontinue furnishing the Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate this Agreement by written notice to Customer; (vi) recover any other costs TE is required to bear in respect to the System and/or services provided under this Agreement; and (vii) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the TE-owned portion of the System, and any other reasonable costs paid or incurred by TE in enforcing or attempting to

enforce the terms and conditions of this Agreement. Furthermore, if there are any other agreements in effect between TE and Customer, then TE, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and TE shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

9. Miscellaneous Provisions.

9.1 Subcontracting; Assignment. TE shall have the right to subcontract any of the Services which it may be obligated to perform. This Agreement and its benefits are not assignable by Customer except upon the prior written consent of TE. Customer acknowledges that this Agreement, and particularly those Sections relating to TE's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, TE.

9.2 Nonsolicitation. Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to this Agreement), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual.

9.3 Force Majeure. TE shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. This Agreement may be suspended or terminated, at the option of TE or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.4 Entire Agreement. Customer acknowledges receipt of a copy of this Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between this Agreement and Customer's purchase order, or any other document or any oral agreements, this Agreement will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of this Agreement shall be binding unless signed by an authorized representative of TE.

9.5 Amendments. This Agreement may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.6 Severability. In the event any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.7 Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY

OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

Tech Electronics

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Tech Electronics notice address:

6437 Manchester Avenue
St. Louis, Missouri 63139-3492
Attn: Vice President of Finance
Fax #: (314) 951-7750
e-mail: craig.lubbers@techelectronics.com

Effective Date: _____

Contract #: CONT20160481

Submission I.D. #: CONT20160481

Sales Representative: Safija Dedic

Phone #: (314) 951-7714
Fax #: (314) 951-6714
e-mail: safija.dedic@techelectronics.com

9.9 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future specify in writing to the other.

9.10 Binding Effect. This Agreement shall not be binding upon TE unless approved in writing by an authorized representative of TE. In the event of failure of such written approval, the sole liability of TE shall be to refund to Customer the amount paid to TE upon the signing of this Agreement.

9.11 Disclaimers and Waivers. This Agreement contains certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.8. Customer's signature below indicates its acceptance of and assent to such provisions.

Customer

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer's notice address

Line 1: _____

Line 2: _____

Line 3: _____

Attn: _____

Fax #: _____

e-mail: _____

Customer's authorization person(s) pursuant to Section 1.3(i):

Name: _____

Phone #: _____

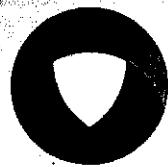
e-mail: _____

Name: _____

Phone #: _____

e-mail: _____

If this box is checked, then the foregoing list of authorization person(s) shall be exclusive and only such person(s) is/are authorized to act on behalf of Customer pursuant to this Agreement.



TECHSM
ELECTRONICS

The Power of Connection and Protection

**PREVENTATIVE
MAINTENANCE
AGREEMENT**

**6437 Manchester Avenue, St. Louis, MO 63139
PHONE: (314) 645-6200 | FAX: (314) 951-7750 | www.techelectronics.com**

Tech Electronics, Inc. ("TE") will perform the scope of services as stated below on the following system(s) collectively referred to herein as the "System"

| Site Name | Site Address of System | System Description | System Serial Number |
|---|--|---------------------------|-----------------------------|
| Jefferson County Courthouse | 300 Main St. Hillsboro, MO 63050 | Mitel SX-2000 | 21794PHPB031401 |
| Jefferson County Courthouse | 300 Main St. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ0304150035-2NODE1 |
| Jefferson County Courthouse | 300 Main St. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ1307310005-1 |
| Jefferson County Courthouse | 300 Main St. Hillsboro, MO 63050 | Mitel NuPoint MAS | PJ1509180002-1 |
| Jefferson County Animal Control | 7105 Shelter Rd. Barnhardt, MO 63012 | Mitel 3300 ICP | PJ0304150035-2STN6 |
| Jefferson County East Zone Office | 955 Windsor Harbor Imperial, MO 63052 | Mitel 3300 ICP | PJ0304150035-2STN8 |
| Jefferson County EDC | 5217 Hwy. B Hillsboro, MO 63050 | Mitel 3300 ICP | SC0412160001 |
| Jefferson County Government Fleet Service | 355 Elm St. Hillsboro, MO 63050 | Mitel 3300 ICP | SC0412160003 |
| Jefferson County Justice Center (includes Sheriff Administration and Juvenile Administration) | 400 First St. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ0304150035-2NODE5 |
| Juvenile Detention Center | 9501 Goldfinch Ln. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ0304150035-2NODE6 |
| Jefferson County North Zone Office | 34 Dillon Plaza High Ridge, MO 63049 | Mitel 3300 ICP | PJ0304150035-2STN7 |
| Jefferson County South Zone Office | 1000 Viking Dr. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ0304150035-2STN9 |
| Jefferson County Special Operations | 124 Mississippi Barnhart, MO 63019 | Mitel 3300 ICP | SC0412160005 |
| Jefferson County 3 rd Street Annex | 301 North 3 rd St. Hillsboro, MO 63050 | Mitel 3300 ICP | PJ0304150035-2NODE7 |

| <u>Scope of Services:</u> | <u>Included</u> | <u>Not Included</u> |
|--|-------------------------------------|----------------------------|
| 1. TE to furnish all unscheduled, on-call remedial maintenance as required following Customer notification that the system is inoperative. TE shall respond within four (4) hours, twenty-four (24) hours a day, seven (7) days a week after receiving notification of a major malfunction. A major malfunction is defined as no incoming or outgoing telephone service, or no station to station within Customer's system. All other maintenance service requests will normally be responded to within twenty-four (24) hours of the Customer's request between the hours of 8:00 AM and 4:30 PM, Monday through Friday. All labor to perform required service repair and maintenance on the System is included in this agreement. Labor covered under the Preventative Maintenance Agreement does not include labor to perform moves, adds and changes on the System or software upgrades that are not related to System performance issues (see section 6 for Software Upgrades and Support). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Maintenance will include replacement parts deemed necessary by TE. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. Exchanged parts removed from the system become the property of TE. This excludes UPS, third party headsets and cordless phones. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Maintenance will include power surge protection from natural and/or artificial sources. Protection includes all parts and labor deemed necessary by TE to repair the system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. TE will provide <u>one</u> System Inspector to perform an annual inspection of the System (the "Services"). Inspection of system to be performed by a trained Tech Electronics System Inspector. The Customer shall provide an employee as required to assist Tech Electronics' Technician during the inspection of the Voice system. Inspection to include the following. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <u>Control Equipment / Head End:</u> <ul style="list-style-type: none">▪ Check ventilation and temperature of equipment room▪ Inspect accessible cabling in wiring closet; organize and label if needed▪ Inspect and clean all filters▪ Inspect and clean all cooling fans▪ Inspect all system components▪ Inspect all station cabling and connections | | |
| <u>Power:</u> <ul style="list-style-type: none">▪ Inspect and test any battery back-up or UPS▪ Inspect power circuit dedication, isolation and grounding | | |

| | | |
|---|-------------------------------------|--------------------------|
| <p><u>Performance and Protection:</u></p> <ul style="list-style-type: none">▪ Where applicable, monitor traffic reports and logs for usage, provisioning and errors▪ Perform a database save▪ Validate IP addressing▪ Validate software version and recommend upgrades when applicable▪ Validate integrity of remote access capability <p><u>Reports and Repairs from Inspection:</u></p> <ul style="list-style-type: none">▪ A written report will be provided to Customer upon conclusion of the inspection detailing the test results of each field device and main control cabinet functionality. Each field device will be noted as a "pass" or "fail" during the inspection. TE may perform repair of items that have failed at the current "time and materials" rate minus the twenty percent discount. A written estimate containing a fixed price for repairs may also be provided to the Customer upon request. | | |
| 5. TE to provide priority scheduling of all service requests on the System. Priority scheduling specifically means that the System shall receive priority scheduling over communication systems that are not covered under a preventative maintenance contract. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Customer will have direct access to TE's after hours service dispatch. Refer to Scope of Services Section 1 for appropriate labor charges. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. TE provides a dedicated technical help desk at no additional charge for supporting Customer inquiries regarding system performance and/or remote trouble resolution. Advice and assistance through telephone and email support is available for service related items during normal business hours (8:00 am to 5:00 pm C.S.T.) Monday thru Friday excluding statutory holidays. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|-------------------------------------|--------------------------|
| 8. TE to provide system software upgrades and support as defined below: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <u>Software Upgrade & Support Plan</u> | | |
| <ul style="list-style-type: none">■ The Software Upgrade and Support Plan applies to Proprietary System Software only and provides the customer with major updates and minor update releases during each year of this agreement. The features of new software releases may require hardware upgrades for proper operation. TE will provide PC specifications to Customer as provided to TE by System Manufacturer. It is the responsibility of the Customer to procure and install any required hardware upgrades. This is not included in the price of this maintenance agreement and will be billed at TE's current time and material rate.■ Provide manufacturer technical bulletins and alerts bulletins as appropriate.■ Provide manufacturer software updates and patches.■ Provide eight (8) hours of labor to install and/or apply any software updates and patches. | | |
| <u>Services and Material EXCLUDED</u> | | |
| 9. TE to provide unlimited system administrator training at no additional charge. Training will be performed by a trained Tech Electronics' System Trainer or Technician. Training is available during normal business hours (8:00 am to 5:00 pm C.S.T.) Monday thru Friday, excluding statutory holidays. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|-------------------------------------|--------------------------|
| 10. TE may provide Customer service performance reports as requested by the authorized Customer contact. Such reports identify number of service work orders generated and various service performance levels by TE such as average number of trips to complete work orders, service response times, number of service calls per system, etc. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|

SECTION V: - REFERENCES Please include a minimum of 3 government references (Must be in St. Louis area)

| | | Years Software Installed | Comments |
|-------------------------|--|--------------------------|--------------------|
| Address: | City of Maryland Heights 11911 Dorsett | 8 Years | Multi-Site Network |
| City, State, Zip | Maryland Heights, MO 63043 | | |
| Contact Name | Gail Reader | | |
| Telephone Number | (314) 738-2227 | | |
| EMAIL Address | greader@marylandheights.com | | |

| | | Years Software Installed | Comments |
|-------------------------|--|--------------------------|--------------------|
| Address: | City of Kirkwood 139 South Kirkwood | 18 Years | Multi-Site Network |
| City, State, Zip | Kirkwood, MO 63122 | | |
| Contact Name | Kevin Campe | | |
| Telephone Number | (314) 822-5839 | | |
| EMAIL Address | CAMPEKR@kirkwoodmo.org | | |

| | | Years Software Installed | Comments |
|-------------------------|--|--------------------------|--------------------|
| Address: | City of Chesterfield 690 Chesterfield Pkwy. West | 15 Years | Multi-Site Network |
| City, State, Zip | Chesterfield, MO 63017 | | |
| Contact Name | Matt Haug | | |
| Telephone Number | (636) 537-4724 | | |
| EMAIL Address | mhaug@chesterfield.mo.us | | |



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: MITEL TELEPHONE MAINTENANCE Date Issued: **4-25-16**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, MAY 24, 2016, AT 2:00 P.M. LOCAL TIME.**

**Specification
Contact:**

RANDY MULLER
Department of the Information Services
636-797-5592
rmuller@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. The Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Tech Electronics, Inc.

Safija Perotti

Company Name

Authorized Agent (Print)

6437 Manchester Ave.

Address

Signature

St. Louis, MO 63139

Sales Systems Specialist

City/State/Zip Code

Title

(314) 951-7714

05/23/2016 43-0790955

Telephone #

Date

Tax ID #

safija.perotti@techelectronics.com

(314) 951-6714

E-mail

Fax #

TABLE OF CONTENTS:

| | |
|--|----------------|
| Legal Notice and Request for Proposal | Page 1 |
| Table of Contents | Page 2 |
| Proposal Requirements | Page 3 |
| Proposal Form and Contract | Page 5 |
| Affidavit | Page 9 |
| Specifications | Page 11 |

REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).
4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

Response: Tech Electronics understands and will comply.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

Response: Tech Electronics understands and will comply.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

Response: Tech Electronics understands and will comply.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

Response: Tech Electronics understands and will comply.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

Response: Tech Electronics understands and will comply.

F.

PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

Response: Tech Electronics understands and will comply.

G.

MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

Response: Tech Electronics understands and will comply.

H.

ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Response: Tech Electronics understands and will comply.

I.

INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

Response: Tech Electronics understands and will comply.

J.

ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

Response: Tech Electronics understands and will comply.

K.

INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

Response: Tech Electronics understands and will comply.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

Response: Tech Electronics understands and will comply.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Response: Tech Electronics understands and will comply.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

Response: Tech Electronics understands and will comply.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

Response: Tech Electronics understands and will comply.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

Response: Tech Electronics understands and will comply.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

Response: Tech Electronics understands and will comply.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

Response: Tech Electronics understands and will comply.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

Response: Tech Electronics understands and will comply.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

Response: Tech Electronics understands and will comply.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

Response: Tech Electronics understands and will comply.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

Response: Tech Electronics understands and will comply.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

Response: Tech Electronics understands and will comply.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

Response: Tech Electronics understands and will comply.

L.

DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

Response: Tech Electronics understands and will comply.

M.

RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

Response: Tech Electronics understands and will comply.

N.

SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

Response: Tech Electronics understands and will comply.

O.

CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

Response: Tech Electronics understands and will comply.

P.

TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- If supplier fails to deliver the items required by the contract within the time specified; or
- If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Response: Tech Electronics understands and will comply.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

Response: Tech Electronics understands and will comply.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Response: Tech Electronics understands and will comply.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

Response: Tech Electronics understands and will comply.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Response: Tech Electronics understands and will comply.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

Response: Tech Electronics understands and will comply.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

Response: Tech Electronics understands and will comply.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [X] Corporation.

Incorporated in the State of Missouri.

X.

LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Response: Tech Electronics understands and will comply.

Y.

LANGUAGE: Bids and all related documents will only be accepted in the English Language.

Response: Tech Electronics understands and will comply.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

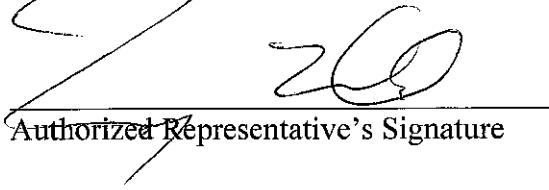
RANDY MULLER – INFORMATION SERVICES – 636-797-5592

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Craig S. Lubbers (Name of Business Entity Authorized Representative) as CFO (Position/Title) first being duly sworn on my oath, affirm Tech Electronics (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Tech Electronics (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature

Craig S. Lubbers
Printed Name

CFO
Title

05/23/2016
Date

Subscribed and sworn to before me this 23 of May, 2016. I am

(DAY)

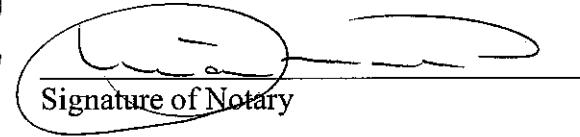
(MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of

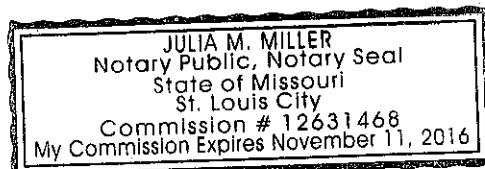
(NAME OF COUNTY)

Missouri, and my commission expires on 11/11/2016.

(NAME OF STATE)


Signature of Notary

5/23/16
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Tech Electronics (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Craig S. Lubbers
Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Tech Electronics, Inc.
Business Entity Name

05/23/2016
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

FORMAT OF PROPOSAL RESPONSE:

FORMAT OF PROPOSAL RESPONSE:

The format of the proposal is assembled as follows:

Section I Scope of Project

Section II Current Environment

Section III Business Requirements

Section IV Pricing

Section V References

Bidders are requested to complete each item/paragraph in this section by inserting: (Yes or No) or Not Applicable (N/A), and may offer additional description where appropriate.

Response: Tech Electronics understands and will comply.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this _____ day of _____ 2016:

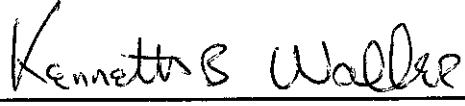
Tech Electronics, Inc.

Company Name



Signature

County of Jefferson, State of Missouri


Kenneth B. Waller

Craig S. Lubbers

Print

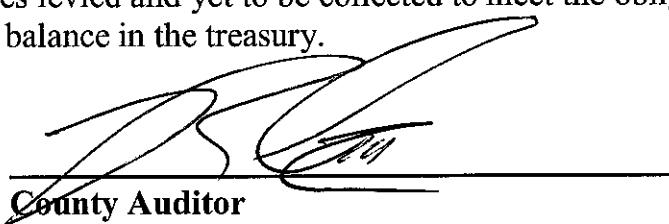
Company Address: _____

6437 Manchester Ave.

St. Louis, MO 63139

Phone: (314) 645-6200

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Tech Electronics, Inc.

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ Negotiable

BY: S. Perotti

TITLE: CFO

COMPANY: Tech Electronics, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 951-7714 E-mail safija.perotti@techelectronics.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**