

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

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 MULTIFUNCTION COLOR COPY MACHINE (EMA); 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 Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Multifunction Color Copy Machine (EMA)

13 NUMBER OF BIDS RECEIVED

14 11

15 DATE OF BID OPENING

16 2-28-2017

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

FILED

MAR 28 2017

- 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 CDS Office Technologies Inc. for a lease
5 term of sixty (60) months for the Samsung X7500GX copier with stapler finisher for \$89.90
6 month with CDS Leasing and a maintenance agreement with black copies at .005 per copy
7 and color copies at .039 per copy with CDS Office Technologies, Inc. upon approval by
8 the County Council and County Executive for **up to \$1,214.00 for lease and maintenance**
9 **agreement, for total amount not to exceed \$1,214.00 annually, subject to budgetary**
10 **limitations.**

11 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
12 **AS FOLLOWS:**

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

16 BID NAME

17 Multifunction Color Copy Machine (EMA)

18 TERM

19 lease term of sixty (60) months for the Samsung X7500GX copier with stapler finisher
20 with CDS Leasing (A1)
21 and maintenance agreement
22 with black copies at .005 per copy and color copies at .039 per copy with

CDS Office Technologies, Inc. (A2)

Upon approval by the County Council and County Executive

AMOUNT

Up to \$1,214.00 for lease and maintenance agreement,

for total amount not to exceed \$1,214.00 annually,

subject to budgetary limitations

AWARDED BIDDER

CDS Office Technologies Inc.

9 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
10 County Executive to execute the agreement incorporated by Reference as Exhibit "A1
11 through A2" and any agreements or contracts necessary to effectuate the award of the bids
12 and proposals set forth in this Ordinance. The County Executive is further authorized to
13 take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
14 copy of the Agreement is attached hereto as Exhibit "A1 through A2" and incorporated
15 herein, by reference.

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

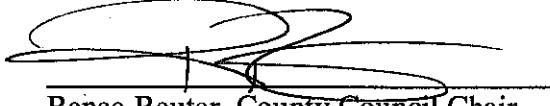
20 Section 4. This Ordinance shall be in full force and effect from and after its
21 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
22 shall not affect the remainder of this Ordinance.

**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, Charles Groetke	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 24th DAY OF April, 2017:

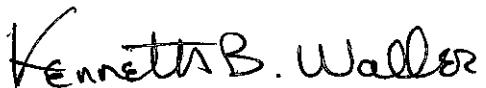
✓ PASSED FAILED


Renee Reuter, County Council Chair


Pat Schlette, Council Administrative Assistant

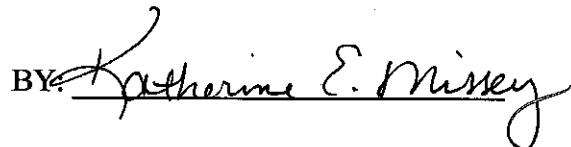
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 25th DAY OF April, 2017.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF _____, 2017.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Randy B. Holman, County Clerk
BY: Katherine E. Minney

Reading Date: 04-24-2017

CDS Leasing

A Program of De Lage Landen Financial Services

Lease Agreement

LESSEE	Full Legal Name County of Jefferson				Phone Number (636) 797-5380	
	Billing Address PO Box 100		City Hillsboro	State MO	Zip 63050	Purchase Order Requisition Number
Equipment Location (if not same as above) 1515 Herculaneum Ind. Ct.		City Herculaneum	State MO	Zip 63050	County Jefferson	Send Invoice to Attention of:

EXHIBIT

A1

PENSAD 800-351-6999

EQUIPMENT INFORMATION	Equipment Make Samsung	Model Number X7500GX	Serial Number	Quantity 1	Description (Attach Separate Schedule A If Necessary) 50PPM Color Copier/Printer/Scanner/Fax with Stapling Finisher		

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payment* \$89.90	Plus Applicable Taxes		Term of Lease in Months 60	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other		
			Plus Applicable Taxes		End of Lease Purchase Option shall be FMV unless another option is selected.			
			Plus Applicable Taxes		Security Deposit \$0.00	First Period Payment + \$0.00	Other + \$0.00	(PLUS) (EQUALS) Total Payment Enclosed = \$0.00
			Plus Applicable Taxes					

* Lease payment may be adjusted for up front sales tax.

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reim-

burse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option ("the Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature Kenneth Waller	Date 4-27-17
	Title COUNTY EXECUTIVE	
	Print Name KENNETH WALLER	
Legal Name of Corporation County of Jefferson		

GARANTY	I unconditionally guarantee prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
Print Name		

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
Print Name		

07CDS023

*

See
Bek



EQUIPMENT MAINTENANCE AGREEMENT

(All Supplies Included)

Effective Date March 2017

Renews Annually

This Equipment Maintenance Agreement is entered into by and between CDS Office Technologies and Jefferson County (EMA Department).

CUSTOMER INFORMATION

Customer Name Jefferson County (EMA Department) Contact Vickie Pratt
 Billing Address 729 Maple Street City Hillsboro State MO Zip 63050
 Contact Email VickiePratt@JEFFCOMO.ORG Telephone/Fax Number (636) 797-5380

EQUIPMENT INFORMATION

MAKE/MODEL	SERIAL #	INITIAL METER	EQUIPMENT LOCATION
Samsung X7500GX			1515 HERCULANEUM INDUSTRIAL COURT
			HERCULANEUM MO

MAINTENANCE SERVICE PLAN RATES

Plan 1 Full Service Maintenance: B & W Copiers and MFP Units. Per Machine this agreement covers all parts, labor, supplies, except paper and staples. The plan is based on a rate of \$ _____ /month and includes _____ copies/month. Usage over _____ copies/month will be billed at \$ _____ /copy.

Plan 2 Color MFP and Copier Service Program. Per Machine this agreement covers all parts, labor and supplies, except staples and paper. The plan is based on a rate of \$ 0.00 / month and includes 000 black copies/ and/or 000 color copies/ month. Black copies/prints are billed at \$.005 /copy. Color copies/prints are billed at \$.039 /copy.

Plan 3 Annual Fax/Printer/Panaboard/Scanner Contracts. Annual Agreement Rate _____.

Plan 4 Scan Program. This plan agreement covers scans at \$.0025.

NOTES:

ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

ACCEPTANCES

CDS Office Technologies

Authorized CDS Signature _____ Date _____

CDS Corporate Officer _____ Date _____

Customer

x Kenneth Waller

4-27-17

By

COUNTY EXECUTIVE

Date

Title

P.O. Number

Terms and Conditions

1. **GENERAL.** Pursuant to the terms and conditions of this agreement, CDS OFFICE TECHNOLOGIES agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. CDS OFFICE TECHNOLOGIES will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If CDS OFFICE TECHNOLOGIES is not required to provide parts, supplies or consumables to Customer pursuant to this Agreement, Customer shall be responsible for maintaining an adequate inventory of parts, supplies and consumables, which meet manufacturer's specifications. CDS OFFICE TECHNOLOGIES will not be obligated to provide Maintenance Services if the Equipment and/or its parts and accessories (e.g. drum) are damaged by (a) abuse, misuse or negligent acts, (b) failures of Customer Provided hardware and software, (c) power surges or failures, (d) an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature, (e) events other than normal wear and tear, (f) acts of God or natural disasters, (g) water, (h) spillage of liquids, (i) foreign objects such as paper clips, tools and jewelry, (j) the use of unauthorized parts, supplies, components or consumables, or (k) personal not authorized by CDS OFFICE TECHNOLOGIES. If CDS OFFICE TECHNOLOGIES elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at CDS OFFICE TECHNOLOGIES's then current rates. Customer is obligated to inform CDS OFFICE TECHNOLOGIES when preventive maintenance is due. Repeated failure to notify CDS OFFICE TECHNOLOGIES when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **PRE-INSPECTION.** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, CDS OFFICE TECHNOLOGIES shall have the right to either terminate the Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
3. **FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Cycle set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Cycle at a rate equal to the Excess Copy Charge set forth on the face of this Agreement. All fees charged by CDS OFFICE TECHNOLOGIES pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"). If CDS OFFICE TECHNOLOGIES is required to pay any Taxes in connection with this agreement, other than Taxes based on CDS OFFICE TECHNOLOGIES's net income, such Taxes will be invoiced to and paid by Customer. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable. All contracts are subject to a fuel surcharge.
4. **SERVICE CALLS.** Service calls to perform Maintenance Services shall be made during CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services at the Equipment location set forth on the face of this Agreement. Travel and labor time for service call's after CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call. When in its sole discretion, CDS OFFICE TECHNOLOGIES determines that an in-house (shop) reconditioning of the Equipment is necessary; CDS OFFICE TECHNOLOGIES shall submit to Customer an estimate of the needed repairs and the costs thereof. Such costs shall be in addition to the charges payable under this agreement. If the Customer does not authorize such reconditioning, CDS OFFICE TECHNOLOGIES may immediately terminate this Agreement upon written notice to Customer.
5. **TRAINING.** CDS OFFICE TECHNOLOGIES shall provide Customer with key operator training regarding the use and care of the Equipment. Customer shall ensure that all individuals using the Equipment are properly trained to use the Equipment. Customer shall be charged for any service call or damage to the Equipment resulting from misuse of the Equipment by untrained individuals.
6. **RELOCATION.** CDS OFFICE TECHNOLOGIES shall provide Maintenance Services for the Equipment at the location on the face of this Agreement. If Customer relocates the Equipment within CDS OFFICE TECHNOLOGIES's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor charges. If Customer relocates the Equipment outside of CDS OFFICE TECHNOLOGIES's service area, CDS OFFICE TECHNOLOGIES shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location.
7. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by the maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will not be provided at any charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer will be charged a shipping & handling charge for each order placed. The per impression charge and overage per impression charge are based upon an 8 1/2" by 11" letter size impression with an average 5% image fill, or its equivalent. If CDS personnel determine that Customer has used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies or prints, customer agrees to pay CDS an amount from time to time which may offset such usage. Customer also agrees that supplies consumed in the course of service performed by CDS OFFICE TECHNOLOGIES personnel are non-recoverable & replenishment of such supplies is the sole responsibility of the customer. Customer agrees to provide CDS OFFICE TECHNOLOGIES with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications or network service, not covered by this agreement. Customer also agrees to pay an additional .0025 cents per scan when the number of scans exceeds monthly clicks.
8. **TERM AND TERMINATION.** This agreement shall become effective (the "Effective Date") upon its acceptance by CDS OFFICE TECHNOLOGIES, credit approval by CDS OFFICE TECHNOLOGIES and Customer's payment of all applicable charges and fees. This Agreement will automatically be renewed each year at the prevailing CDS rates & conditions in effect at the time of renewal unless cancelled in writing on thirty (30) days written notice. Either party may terminate this Agreement at anytime upon thirty (30) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement.
9. **BREACH OR DEFAULT**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) CDS OFFICE TECHNOLOGIES may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, Then CDS OFFICE TECHNOLOGIES may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
10. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) CDS OFFICE TECHNOLOGIES makes no warranty whatsoever with respect to the Maintenance Services, parts, supplies and consumables supplied hereunder and **DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.** This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in Maintenance Services between CDS OFFICE TECHNOLOGIES and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) **CDS OFFICE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.** Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
11. **ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of CDS OFFICE TECHNOLOGIES. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
12. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from CDS OFFICE TECHNOLOGIES in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of CDS OFFICE TECHNOLOGIES and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of this Agreement, then notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this agreement, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by CDS Office Technologies senior management (President or Vice President) and confirmed in writing back to the customer.

Authorized CDS Signature _____ Date _____
Customer Signature X _____ Date 4-27-17 _____



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

EXHIBIT

PENGAD 800-631-6999

A

BID #: 17-0018

**Invitation for Bid: MULTIFUNCTION COLOR COPY
MACHINE (EMA)**

Date Issued: 1-26-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 28, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

WARREN ROBINSON

Jefferson County Office of Emergency Management
636-797-5381
wrobinson@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT

Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid 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 BID: (BID NAME)

Contract Term:

UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

**Vendor
Information:**

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. This Bid, 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.

CDS Office Technologies, Inc.

Joseph O'Cain

Company Name

Authorized Agent (Print)

13758 Shoreline Drive

Signature

Address

Earth City MO 63045

Sales Manager

City/State/Zip Code

Title

(314) 739-4093 x 1331

14FEB2017

37-1052665

Telephone #

Date

Tax ID #

jocoin@cdsot.com

(314) 739-0400

Fax #

E-mail

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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 estate 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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _____"

1.1 BID SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. 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.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

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 Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
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.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder 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.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, 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.

1.11 ADDENDA:

Addenda to bid 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 bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 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 its 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. 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.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, 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.

1.11 ADDENDA:

Addenda to bid 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 bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 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 its 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.

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A. 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.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 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 is 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.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid 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 Bidder'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. **Bid 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.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder 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. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 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.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 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.

2.9 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.

2.10 PAYMENT:

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

2.11 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.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid 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.

2.13 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.

2.14 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.

Jefferson County
Missouri
2018

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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.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 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.

2.9 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.

2.10 PAYMENT:

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

2.11 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.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid 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.

2.13 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.

2.14 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.



2.15 CHOICE OF LAW:

This bid 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.

2.16 TERMINATION:

- A. 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 with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. 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. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. **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.**
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2. 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.
 - D-3. 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.

2.17 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 bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid 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.

2.19 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, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers

performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 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.

2.21 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.

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

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

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Illinois.

2.25 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.

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

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

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 Bruce Egolf (Name of Business Entity Authorized Representative) as Chief Financial Officer (Position/Title) first being duly sworn on my oath, affirm CDS office Technologies, Inc. (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 BID #: 17-0018 (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 CDS Office Technologies, Inc (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 BID#: 17-0018 (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.)

Bruce Egolf
Authorized Representative's Signature

Bruce Egolf
Printed Name

Chief Financial Officer 14FEB2017
Title Date

Subscribed and sworn to before me this 14th of Feb. 2017, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Sangamon, State of
(NAME OF COUNTY)

Illinois and my commission expires on 06JUN2018.
(NAME OF STATE) (DATE)

Diane L. Watson 2/14/17
Signature of Notary Date



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b vx

k Lr JJJJJJJ

Jul

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that CDS Office Technologies, Inc. (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.

Bruce Egolf

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

CDS Office Technologies, Inc.

14FEB2017

Business Entity Name

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).

SPECIFICATIONS

Multifunction Color Copy Machine:

- Machine must be new and not used, reconditioned or refurbished
- Machine needs to be large enough to support large print jobs and support 30 people during a disaster type situation
- Minimum copy, print and scan speed of 50 or more pages per minute
- Print, copy, scan, collate, duplex and fax capabilities
- Print, copy, scan and fax in black & white or color
- Networked printing and scanning
- Scanning to email a must with minimum storage capacity of 10 email addresses
- Maintenance option is preferred for purchase bids and should include all supplies, parts and labor
- High resolution touch screen with customizable home screen is preferred
- Three (3) paper trays minimum, four (4) preferred with at least the following:
 - One (1) 8 1/2 inch by 11 inch paper tray
 - One (1) 8 1/2 inch by 14 inch paper tray
 - One (1) 11 inch by 17 inch paper tray

Additional Tray and Finishing Information
Provided in the proposal included.

* includes 2,000 sheet 3rd Tray.

MULTIFUNCTION (COLOR) (MAKE/MODEL)

MULTIFUNCTION BID PRICE (PURCHASE) =

Samsung X7500GX

\$ 4,615.00

MULTIFUNCTION BID PRICE (LEASE/TERM) =

\$ 124.49/36|\$98.49/48|\$82/60

BID OPTION FOR MAINTENANCE AGREEMENT:

MAINTENANCE OPTION FEE PER MONTH =

\$ 0.00

MINIMUM TERM LIMITS (IN MONTHS) =

12 months

MAXIMUM PAGES PER MONTH =

000

OVERAGE FEE PER COPY =

\$.005 Mono .039 Color

Please include copier specification sheet for make/model bid and sample lease and maintenance agreements.

Note type of toner and supplies used.

All OEM Supplies.

SPECIFICATIONS

Multifunction Color Copy Machine:

- Machine must be new and not used, reconditioned or refurbished
- Machine needs to be large enough to support large print jobs and support 30 people during a disaster type situation
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- Print, copy, scan and fax in black & white or color
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- Scanning to email a must with minimum storage capacity of 10 email addresses
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Additional Tray and Finishing Information
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MULTIFUNCTION (COLOR) (MAKE/MODEL)

Samsung X7500GX

MULTIFUNCTION BID PRICE (PURCHASE) =

\$ 4,615.00

MULTIFUNCTION BID PRICE (LEASE/TERM) =

\$ \$124.49/36|\$98.49/48|\$82/60

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MINIMUM TERM LIMITS (IN MONTHS) =

12 months

MAXIMUM PAGES PER MONTH =

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\$.005 Mono .039 Color

Please include copier specification sheet for make/model bid and sample lease and maintenance agreements.

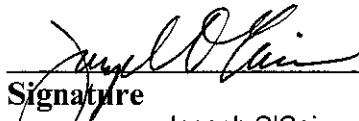
Note type of toner and supplies used.

All OEM Supplies.

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

CDS Office Technologies Inc.

Company Name


Signature

Joseph O'Cain

Print

County of Jefferson, State of Missouri

Kenneth B. Waller County Executive

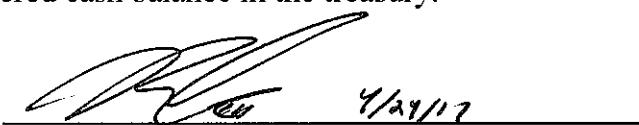
Company Address: _____

13758 Shoreline Drive

Earth City MO 63045

Phone: (314) 739-4093 x 1331

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 9/29/17

APPROVED AS TO FORM

County Counselor

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

CDS Office Technologies Inc.

Company Name

Signature

Joseph O'Cain

Print

Company Address: _____

13758 Shoreline Drive

Earth City MO 63045

Phone: (314) 739-4093 x 1331

County of Jefferson, State of Missouri

Kenneth B. Waller

Kenneth B. Waller County Executive

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County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Multifunction Color Copy Machine

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: \$ 1.00

BY: Joseph O'Cain

TITLE: Sales Manager

COMPANY: CDS Office Technologies, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 739-4093 **E-mail** jocain@cdsot.com

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