

BILL NO.: 19-0716

ORDINANCE NO.: 19- 0354

INTRODUCED BY: COUNCIL MEMBER (s) Perry

1 **AN ORDINANCE AWARING 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 SYSTEM SUPPORT 2019; 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	<u>BID NAME</u>
12	Mitel Telephone System Support 2019
13	<u>NUMBER OF BIDS RECEIVED</u>
14	1
15	<u>DATE OF BID OPENING</u>
16	7-9-2019

FILED
JUL 24 2019
KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

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

1 the lowest and best bid for the respective items or services and met the bid or proposal
2 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 Inc. for a term for thirty-
5 six-month term upon approval by the County Council and County Executive for **up to**
6 **\$17,928.00 annually, for total amount not to exceed \$53,784.00 for the thirty-six-**
7 **month term**, subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

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

13 BID NAME
14 Mitel Telephone System Support 2019
15 TERM
16 Thirty-six months
17 Option to renew for one (1), two (2), or three (3) year terms
18 not to exceed two (2) renewals
19 Upon approval by the County Council and County Executive

20 AMOUNT
21 **Up to \$17,928.00 annually,**
22 **for total amount not to exceed \$53,784.00 for the thirty-six-month term,**

1 subject to budgetary limitations

2 AWARDED BIDDER

3 Tech Electronics Inc.

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

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

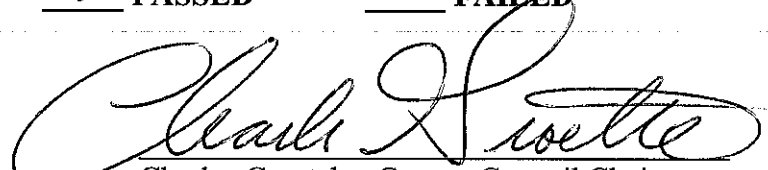
14 Section 4. This Ordinance shall be in full force and effect from and after its
15 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
16 shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<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 22nd DAY OF July, 2019:

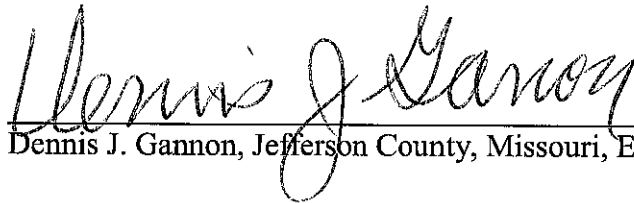
PASSED FAILED


Charles Groeteke, County Council Chair

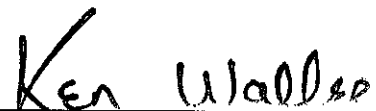

Pat Schlette, Council Executive Assistant

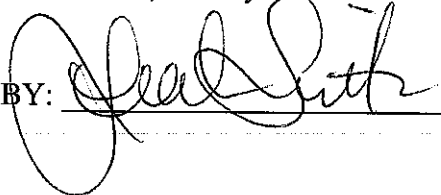
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 23rd DAY OF July, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

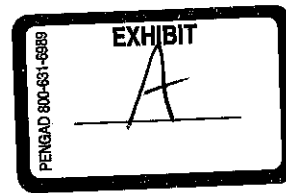

Ken Waller, County Clerk

BY: 

First Reading: 07-22-2019



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



BID #: 19-0060

Request for Proposal: MITEL TELEPHONE SYSTEM SUPPORT 2019

Date Issued: 6-4-2019

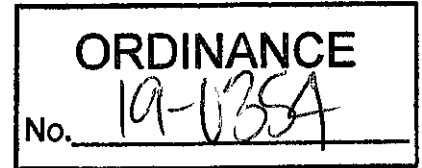
PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 9, 2019, AT 2:00 P.M. LOCAL TIME.

Specification Contact:

RALPH KUDRAK
 Department of Information Technology
 636-797-5592
 rkudrak@jeffcomo.org

Contract Contact:

VICKIE PRATT
 Department of Administrative Services
 636-797-5380



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

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

Contract Term:
 ONE THREE YEAR
 CONTRACT WITH TWO
 ONE YEAR RENEWAL
 OPTIONS. UPON
 APPROVAL OF 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. This 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 two additional one-year terms with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor Information:

Tech Electronics, Inc.	Safija Perotti
Company Name	Authorized Agent (Print)
6437 Manchester Ave.	<i>Safija Perotti</i>
Address	Signature
St. Louis, MO 63139	Account Manager
City/State/Zip Code	Title
(314) 951-7714	07/09/2019 43-0790955
Telephone #	Date Tax ID #
safija.perotti@techelectronics.com	(314) 951-6714
E-mail	Fax #

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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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 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**

PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: _____"

A. 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

B. 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

C. 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

D. 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

E. 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

F. 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

G. 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.

RESPONSE: Tech Electronics understands and will comply

H. 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

I. 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

J. 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

K. 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

L. 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. 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

M. 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

N. 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.jeffcom.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

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

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:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. 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.
 - c. 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

Request for Proposal

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

RALPH KUDRAK- JEFFERSON COUNTY INFORMATION
TECHNOLOGY
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, 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 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, 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 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

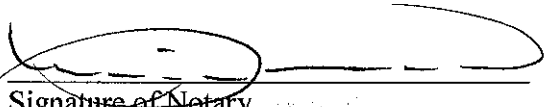
CFO
Title

07/08/2019
Date

Subscribed and sworn to before me this 8 (DAY) of July 2019 (MONTH, YEAR). I am

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

Missouri (NAME OF STATE), and my commission expires on 11/11/20 (DATE).


Signature of Notary

7/8/19
Date



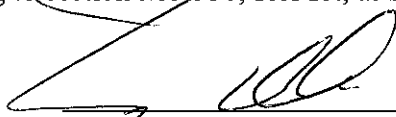
AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Tech Electronics, 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.

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



Authorized Business Entity
Representative's Signature

Tech Electronics, Inc.
Business Entity Name

07/08/2019
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 the Proposal

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

Section I: Scope of Project

The County is seeking a three (3) contract with fixed pricing for three (3) years to provide hardware and software service of its MITEL 3300 telephone system as described in Section II commencing in July 2019, with the option to renew for an additional one, two or three years not to exceed two renewals.

If any part or parts of the service agreement are considered "sole source", then provide a letter stating the circumstances.

Section II: MITEL System Description

Currently, Jefferson County has all MITEL telephone equipment described as follows.

RESPONSE: Tech Electronics understands and will comply

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			
	MAS Licensing is as follows: (1000) NuPoint Voice Mail Box users (50) NuPoint advanced UM (2) Audio and web conferencing Ports			
MITEL 3300 ICP MiVoice Business Release 8.0 SP3, PR1 Platform MXe-III	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
	Economic Development Corporation	5217 Hwy B	Hillsboro	MO. 63050
	Fleet Services	5217 Hwy B.	Hillsboro	MO. 63050
	Justice Center (Includes Sheriff Administration, Juvenile Administration and Municipal Court)	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	Held Confidential. Will be disclosed only as needed.		
	Animal Resource Center	4848 State Highway 30	House Springs	MO. 63051

	Administration Building MITEL 3300 ICP MiVoice Business 8.0 SP3 PR1 Platform MXe	729 Maple St	Hillsboro	MO. 63050
	Annex	725 Maple St.	Hillsboro	MO. 63050
	Facilities Department	739 Maple St.	Hillsboro	MO. 63050
	Sheriff's Department- Jail Facilities	510 First Street	Hillsboro	MO. 63050
MITEL Software Assurance for ALL MITEL Systems Maintenance	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 Analog Service Unit (ASU) II	2 x 24 Port Analog Service Unit Cards		
MITEL TA7100	4 x 8 Port analog IP adapters		
MITEL telephones and devices	<p>The following telephones are to be included as part of the equipment maintenance.</p> <p>If a telephone breaks, the telephone will be replaced at no expense including no shipping or restocking fees.</p> <p>The vendor will supply us with return labels for the broken telephone. Shipping will be paid by the vendor.</p>	Model	Qty
		5304	1
		5320	10
		5330	96
		5340	152
		5340e	327
		5360	3
		6940	1
	=====	=====	
	Total	590	

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 malfunction resulting in a service interruption. All other maintenance service requests will normally be responded to within twenty-four (24) hours of the Customer's request between the hours of 8:00AM. and 4:30 PM central time, Monday thru Friday.	Y	24x7 Parts and Labor Coverage
2.	Any maintenance needs to be done that requires the system to be taken off line must be done between the hours of 6:00 PM and 7:00AM central time.	Y	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.	Y	
4.	All emergency calls must be responded to within two (2) hours and a certified MITEL technician must be on site within three (3) hours if the problem cannot be fixed remotely. If this objective cannot be met, the vendor will pay \$500 per hour for every whole or partial hour that vendor fails to meet this time objective.	Y	
5.	In the case of a PBX complete failure, the vendor must have the replacement 3300 available on site within four (4) hours.	Y	
6.	Jefferson County will have direct access to an afterhours service dispatch and may request dispatch of the technician.	Y	

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 of 8:00AM to 5:00PM central time, Monday through Friday excluding statutory holidays.	Y	
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.	Y	
9.	All support must be provided by a Certified MITEL Technician.	Y	
10.	Must have a supply of MITEL's recommended spare parts in their inventory that is located within the greater St. Louis metropolitan area with easy access for the technician.	Y	
11.	Must have an agreement with MITEL for parts supply, maintenance, and field support, including software.	Y	
12.	Must provide unlimited system administration training and individual user training at no additional charge during the business hours of 8:00AM to 5:00PM central time, Monday thru Friday. Training will be performed by a trained and fully qualified System Trainer or Technician.	Y	

SECTION IV: PRICING

Provide Pricing: Should be defined for the first term and described to include any standard price escalator for subsequent term(s).

All fees associated with license audits, transfers or any other actions necessitated by a change in vendor will be borne by the new vendor and not transferred to Jefferson County Government, MO.

Pricing	Comments
Three Year Option	\$17,928.00 Per Year Three Year Total \$53,784.00
Four Year Option	\$16,932.00 Per Year Four Year Total \$67,728.00
Five Year Option	\$14,340.00 Per Year Five Year Total \$71,700.00

Jefferson County will not be locked into a three, four or a five year agreement. If you want to cancel the agreement for any reason, you will need to write a letter stating that you want your maintenance agreement canceled with a specific date of cancellation.

The maintenance agreement will cover the following:

- ALL Parts and Labor coverage 24x7
- Any Available Software Upgrades including technician labor for the Mitel Systems. Unlimited training on all systems (User and Admin)
- Unlimited Help Desk (over the phone support from 8:00 am to 5:00 pm)
- Annual preventative maintenance inspection

SECTION V: REFERENCES

Please include a minimum of three (3) references physically located in the greater St. Louis, MO metropolitan area.

		Years MITEL System Serviced	Comments
Business Name	City of Maryland Heights	10 Years	Multi-Site Network
Street Address	11911 Dorsett		
City, State, Zip	Maryland Heights, MO 63043		
Contact Name	Gail Reader		
Telephone Number	(314) 738-2227		
email Address	greader@marylandheights.com		

		Years MITEL System Serviced	Comments
Business Name	City of Kirkwood	20 Years	Multi-Site Network
Street Address	139 South Kirkwood		
City, State, Zip	Kirkwood, MO 63122		
Contact Name	Kevin Campe		
Telephone Number	(314) 822-5839		
email Address	campekr@kirkwoodmo.org		


		Years MITEL System Serviced	Comments
Business Name	City of Chesterfield	20 Years	Multi-Site Network
Street Address	690 Chesterfield Pkwy. West		
City, State, Zip	Chesterfield, MO 63017		
Contact Name	Matt Haug		
Telephone Number	(636) 537-4724		
email Address	mhaug@chesterfield.mo.us		

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Tech Electronics, Inc.

Company Name

County of Jefferson, State of Missouri



Signature
Craig S. Lubbers

Print



Dennis Gannon J. County Executive


Company Address: _____

6437 Manchester Ave.

St. Louis, MO 63139

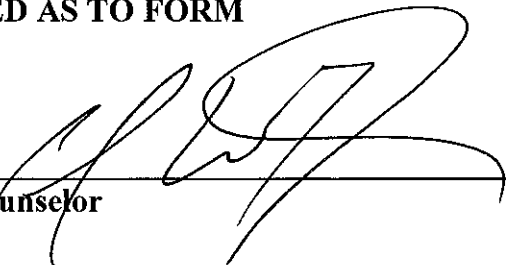
Phone: (314) 645-6200

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: [Signature]

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