



**SERVICE AGREEMENT No. 2019-43**  
**UNIFIED COMMUNICATIONS, CONTACT CENTER, AND RELATED SERVICES, EQUIPMENT,**  
**AND APPLICATIONS**  
**Sourcewell Cooperative Contract Awarded to Mitel Business Systems, Inc. #022719-MBS**

This cooperative agreement made and entered into this 6<sup>th</sup> day of June 14, 2019, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and Allegiant Technology, a corporation in the State of Kansas, hereafter referred to as the designated Mitel partner, "Service Provider", Witnesseth, that:

Whereas, Service Provider has offered to provide the services, payment terms and insurance requirements, subject to the General Conditions describe in Exhibit A and

Whereas, the District desires to engage Service Provider to perform such services.

Now, Therefore, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. District employs Service Provider to perform the services hereinafter set forth.
2. Services: Service Provider represents that it is equipped, competent and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal") attached hereto as Exhibit A, Scope of Services ("Scope"); Payment Terms; Insurance Requirements and General Terms and Conditions, attached hereto as Exhibit B.
3. No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his approved designee. If additional services are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services. The District will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the District in writing for such additional services.
4. The term of this Agreement shall be for a four (4) year period and shall commence on June 14, 2019 and expire on April 11, 2023. The District may, at its option, renew the Contract for up to two (2) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All Items" (Urban Consumers Index CPI Rate).
5. The Cooperative Contract pricing is effective from April 11, 2019 and will expire on April 11, 2023. The contract does have the consideration of a fifth year renewal option at the discretion of Sourcewell. This contract does not imply an exclusive contract, nor does it preclude the District from bidding or purchasing items from other sources.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above.
7. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the District and the Service Provider.

Lee's Summit R-7 School District

*[Signature]* 6/18/19

\_\_\_\_\_  
Date

Asst. Supt. Operational Services

Service Provider: Allegiant Technology

*[Signature]*

Title: Pres & CEO

Date: 6-6-19

## **Exhibit B**

### **SCOPE OF WORK**

1. Contractor shall provide labor, materials and services for the District's Mitel phone system and other related systems as needed by the IT department. This may also include new installations or upgrades.
2. Under this contract, Contractor shall be available for service from 8:00am to 5:00pm, Monday through Friday. After hours is defined as after 5:00 pm and before 7:00 am, Monday through Friday and weekends. Holidays are defined as all nationally recognized holidays.
3. Successful bidder must provide a response to the District's service request within 24 hours for non-emergency services and within the same day for emergency services. The Lee's Summit R-7 School District will have the sole determination as to what is deemed an emergency.
4. The successful bidder must have a valid business license, hold all applicable certifications and agree to maintain each throughout the life of the agreement. The successful bidder must also maintain a liability insurance policy, not less than \$2 million dollars. See Insurance requirements attached.

**Prevailing Wage:** The wages for all new installation performed under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210.

### **SPECIFICATIONS**

1. **Responsibilities of the Service Provider:**
  - ❖ Service Provider is to provide labor, materials and services for the District's Mitel phone system and other related systems. All work will be provided on an "as-requested" basis. All work shall include all labor, supervision, equipment, material and incidental costs necessary to provide the contracted work.
  - ❖ Service Provider will receive requests for service directly from the Coordinator of Network Services or assigned designee: Kinzie Wooderson or Will Jennings
  - ❖ Upon receipt of a request for services, Service Provider will meet with the project manager to determine the scope of the project, visit the site and provide a Work Order Cost Estimate, according to the pricing table provided in the contract. This estimate must be written according to Purchasing Policy.
  - ❖ Contractor shall not provide more than one thousand dollars (\$1,000) on non-emergency work, including materials, for a given job without a written estimate and obtaining written approval from the Network Administrator or her/his designee. The District reserves the right to bid any project over the District's bid threshold of five thousand dollars (\$5,000) and is determined to be in the best interest of the District.
  - ❖ Hourly charges, if applicable, are to begin when Successful Provider arrives at job site or reports to the Coordinator of Network Services/Department Head or his designee, whichever is requested by the District. The Service Provider shall NOT commence any work until he has notified the proper District personnel of his arrival. Service Provider will not be allowed travel time. The District shall not be responsible for payment to contractor for any briefings or meetings held between the District and the Service Provider, as these meeting are to the mutual benefit of both parties.
  - ❖ Service Provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the contractor's equipment or clothing either lost, damaged, destroyed or stolen.
  - ❖ All work shall be performed and all complaints handled with due regard to the District public relations. The Service Provider shall utilize competent employees in performing the work. At the request of the District, the Service Provider shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The District and the Service Provider shall each be promptly notified by the other of any complaints received.
  - ❖ Service Provider will contact the appropriate District contact individual or Coordinator of Network Services at 816-986-1050 for all contract and administrative issues or problems with locations.
  - ❖ Proper safety precautions shall be used at all times and shall remain the Service Provider's responsibility. The Service Provider shall be equipped to enter all District spaces meeting all Occupational Safety and Health Administration (OSHA) criteria.

2. Invoices and Payment:

- ❖ The Service Provider shall submit, on a timely basis, an itemized statement of services rendered, including the following information:
  - Name of District personnel authorizing the work
  - Name of employee who performed the work
  - Hours and rates spent on each job for each given day
  - Purchase order number shall be designated on all invoices
  - Requests for payment shall be submitted by the job.
- ❖ For prompt payment, all invoices and copies of work orders shall be sent directly to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn. Coordinator of Network Services.

3. Price Revisions:

- ❖ Service Provider may adjust the hourly pricing for services upon thirty (30) days written notice to the District at the time of renewal.

<b>HOURLY RATES</b>		<b>Standard</b>	<b>After Hours</b>
Cable & Fiber Work	Per Hour	\$100.00	\$150.00
Voice & Data Infrastructure	Per Hour	\$159.00	\$238.50
Emergency rates are the same as listed above, unless it is a Holiday, then rates would be double time. Holiday rates are also double time. See Exhibit			

**GENERAL CONTRACTUAL REQUIREMENTS**

1. **DEFINITIONS.**

A "District" shall refer to:

Lee's Summit R-VII School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.

B "Vendor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.

C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.

D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.

E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the contract documents.

Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District

F The term "estimated" represents quantities estimated for the period of time stated.

G The term "minimum" means the District will order this quantity of supplies during the period of this contract at the price bid.

2. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or documents 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 District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract.
3. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the vendor.
4. **PACKAGING.** The District will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
5. **INSPECTION AND ACCEPTANCE.** No material received by the District under the terms and conditions of this document shall be deemed accepted until the District has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the vendor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the vendor's expense for full credit or replacement.
6. **GENERAL GUARANTY AND WARRANTY.** The vendor warrants that all materials, fixtures, and equipment furnished by the vendor and his/her sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The vendor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the contract. Furthermore, he/her shall furnish the District with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
7. **PATENTS.** The vendor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and vendor covenants that he will at his own expense, defend every suit which may be brought against the District, or those selling or using district's product (provided vendor is promptly notified of such suit and all papers therein are delivered to vendor) for any alleged infringement of any patent by reason of the sale or use of such articles and vendor agrees that he will pay all cost, damages and profits recoverable in any such suit.
8. **QUANTITIES.** The District assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to District's rejection and return at vendor's expense.
9. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
10. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of vendor, or in the event of breach of any of the terms hereof including the warranties of the vendor, the District may cancel this contract or affirm the contract and hold vendor responsible in damages.
11. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this contract. vendor shall indemnify and hold the District harmless on account of any violations thereof relating to Vendor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
12. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
13. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.

14. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by the vendor without the District's written consent and any attempted assignment without such consent shall be void.
15. **VENDOR'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: contract number (if any), purchase order number, item number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-VII School District's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
16. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said vendor at his/her last given address or delivered in person to said vendor or his/her authorized representative on the work.
17. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
18. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the vendor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Vendor, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the vendor will be liable for all costs in excess of the established contract pricing.
19. **INDEMNITY AND HOLD HARMLESS.** The vendor agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the vendor, his/her sub-contractors, employees or agents, and arising out of services performed by the Vendor, his/her subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
20. **SUB-CONTRACTS.**
  - A. The vendor shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
  - B. The vendor shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
  - C. The vendor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.
21. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said contract.
22. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the vendor shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the vendor for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the vendor's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the contract as changed.
23. **RESPONSIBILITY FOR SUPPLIES.** The vendor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the vendor shall bear all risks for rejected supplies after notice of rejection.

24. **EXECUTION OF AGREEMENT.** The contract shall consist of a **YEARLY AGREEMENT** and a copy of the vendor's signed proposal attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the vendor is as set forth in the vendor's Bid. Items not awarded, if any, have been deleted.
25. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Vendor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder
26. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
27. **ASSIGNMENTS.** Neither the District nor the vendor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the contract documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.
28. **INSURANCE.** The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. **PROFESSIONAL LIABILITY**

Not applicable.

b. **COMMERCIAL GENERAL LIABILITY**

Limits:

Each Occurrence:	\$ 2,000,000
Personal & Advertising Injury:	\$ 2,000,000
Products/Completed Operations Aggregate:	\$ 2,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

Contractual Liability  
 Products/Completed Operations  
 Personal/Advertising Injury  
 Independent Contractors  
 Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

Policy shall protect the consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section.

d. WORKERS' COMPENSATION

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:                      Statutory

Employer's Liability:

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the District, Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Lee's Summit R-7 School District  
Purchasing and Distribution Services Department  
702 SE M-291 Highway  
Lee's Summit, MO 64063

2. INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R 7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Coordinator of Network Services. Invoices shall contain the following information: contract number, date of services, description of services, price per person, and extended totals.

