

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MITEL FOR THE INSTALLATION, SERVICE AND MANAGEMENT OF A NEW VOICE OVER IP (VoIP) PHONE SYSTEM THROUGH A COOPERATIVE BID AGREEMENT.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Mitel to provide the installation, service and management of a new Voice over IP (VoIP) phone system.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Mitel in the form attached hereto to provide services as indicated on the attached "Exhibit A". Total expenditures or liability for this installation authorized under this contract shall not exceed Fifteen Thousand One Hundred Ninety-Six Dollars and Ninety-Seven Cents. (\$15,196.97). The Board further authorizes on-going service fees as set forth in the contract which are estimated in the amount of \$2,036.03, not to exceed \$2,500 per month on an annualized basis

Section 2. The Board of Aldermen further authorizes additional professional services costs with West Communications for adjustment of the 911 system to complete the interface with the new Mitel service in an amount not to exceed \$7,357.50.

Section 3. The Board of Aldermen further authorizes an AT&T early cancellation fee of up to \$8,000.

Section 4. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 5. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: September 20, 2018 READ SECOND TIME: October 4, 2018

I hereby certify that the above Ordinance No. 18.49 was duly passed on October 4, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

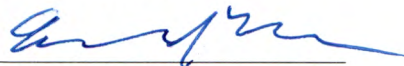
Ayes:	5	Nays:	0
Abstain:	0	Absent:	1

This Ordinance is hereby transmitted to the Mayor for his signature.

10/5/2018
Date

Dorothy Urlicks
Dorothy Urlicks, Deputy City Clerk

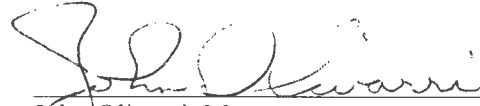
Approved as to form:



Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.49.

10/9/2014
Date



John Olivarri, Mayor

ATTEST:



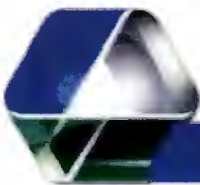
Dorothy Urlicks, Deputy City Clerk

1.866.CALLTCS
225.5827



Prepared by: Tony J. Stuecken
Quote Date: 06/11/2018
Quote Number: 9857
Expiration Date: 10/30/2018

Quote for City of Osage Beach



2511B Industrial Drive, Jefferson City, MO 65109 | 573.634.3339
Columbia, MO | 573.874.3339

www.calltcs.com

Prepared for:
 Mike Welty
 City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065 U.S.A.

Prepared by: Tony J. Stuecken

Account No.: 8197
 Phone: (573) 302-2000
 Fax: (573) 302-2009



Quote
 No.: **9857**
 Date: 06/11/2018

Qty.	Item ID	Description	UOM	Sell	Total
4	84693-11	Plantronics CS540/HL10 Bundle Wireless Headset	EA	\$299.95	\$1,199.80
4	RB2011iL-RM	Mikrotik Gig 10p Layer 3 switch/router/firewall rackmount	EA	\$149.00	\$596.00
2	GLC-LH-SM-OEM	1000 Base-LX/LH SFP GBIC Module	EA	\$44.80	\$89.60
1	SG350-52MP-K9-NA	Cisco PoE Managed Switch 48 10/100/1000 ports 2 Gigabit copper/SFP combo + 2 SFP ports	EA	\$1,858.70	\$1,858.70
1	SG350-28P-K9-NA	Cisco SG350-28P 28Port Gigabit PoE Managed Switch	EA	\$614.99	\$614.99
4	SG350-10-K9-NA	Cisco SG350-10-K9-NA 10-Port Managed Network Switch	EA	\$337.43	\$1,349.72
2	161205/2M	TDE Singlemode Duplex 9/125um, ST-LC Jumper, 2 Meter	EA	\$19.03	\$38.06
1.00	Telephone Job Quoted Labor	Telephone Job Quoted Labor	EA	\$5,940.00	\$5,940.00
8.00	Telephone Job Implementation/Training	Telephone Job Implementation/Training	HR	\$70.00	\$560.00
7.00	Telephone Trip Charge Zone 1	Telephone Trip Charge Zone 1	EA	\$35.00	\$245.00

Your Price: \$12,491.87

Total: \$12,491.87

Prices are valid until 10/30/2018 Terms: Required Down Payment

Prepared by: Tony J. Stuecken, tstuecken@calltcs.com

Date: 6/11/2018

This quote includes the labor to install the equipment listed. Should additional equipment/services be required, or changes to initial quantities be needed prior to the installation of your system, a Change Order quote will be generated. Work performed on a Change Order will be scheduled after TCS receives CUSTOMER APPROVAL via email, signed quote, or portal notification.

This quote also includes 8 hours of implementation/training. Additional time required will be billed at \$70.00 per hour.

Scope of Work:

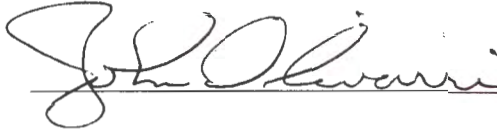
Delivery of telephony communication on the Mitel Cloud Connect platform traversing the existing network and ISP currently in place at customer sites. All Cat 5e (or comparable) will be in place before the official port date of current telephone numbers. The number of phones and profiles will be determined on the Mitel contract proposal.

Network: equipment to be deployed at each of 5 locations:

- City Hall/Police Dept.
- Public Works

Lee C Fine Airport
Grand Glaze Airport
City Park

Accepted by:



Date: 10/8/18

Terms of Agreement:

TCS is proud to offer the items above. Please sign above to accept our offer which is subject to these terms. If labor is shown above, the services to be performed will be set forth in a scope-of-work to be mutually agreed between us. This scope-of-work may be shown in this quote, or in a separate document. Please note that TCS will install, alter or repair premises wiring only if explicitly provided for in that scope-of-work.

Terms

Your acceptance of this quote constitutes an agreement between Towner Electronics d/b/a Towner Communications Systems (herein referred to as Us or We) and the buyer, whose name and address are shown at the head of this quote (herein referred to as You or Your). It is subject to credit approval, a site review by our technical personnel, and subsequent acceptance by one of our officers.

If you have a special tax rate for your project, documentation must be sent prior to any work being performed.

We agree to sell, and You agree to buy the items shown in the quote at the purchase price shown. 50% of the total price will be due at signing. Equipment will be billed upon delivery, with the balance due in 10 days. You assume risk of loss to these items upon delivery to You, but title to the equipment passes to You only when You have paid for it in full. You are responsible for all taxes, tariffs, and permit fees, as well as for getting in a timely manner all permits licenses, consents and approvals in connection with the sale and installation of the equipment. TCS reserves the right to process a 15% restocking fee for any items returned once this quote has been accepted. We can collect any amounts due even when installation or delivery is delayed because You, Your assignees, contractors or agents have not performed.

IF your form of payment is credit card, a processing fee of 2.5% MAY be added to this quote.

IF your form of payment is the Lease Option please note the following:

All Leases will be held and processed by Great America Financial Services.

Acceptance of the Lease Option is dependant on credit approval from Great America Financial Services.

The lease payment calculated on this quote does not include sales tax.

Your first invoice will include a \$69.50 Document Fee from Great America Financial Services.

Additional terms and conditions will be addressed by Great American Financial Services lease documents.

Future Sales and Service requests will continue to be submitted to TCS.

If installation is included, We will perform it in a workmanlike manner. Installation will take place at the address shown at the head of this quote. We are not responsible for damages to Your premises not resulting from our negligence. Installation will be deemed complete when the equipment has been installed in accordance with the scope-of-work and it has passed Our standard acceptance testing. If installation is delayed because of circumstances not within our control, any agreed dates or times of performance or of any other obligations will be extended accordingly to cover the period of delay. We will use our best efforts to deliver and install these items in a timely manner, but under no circumstances will We be liable for damages, special, consequential, or otherwise, for delays in delivery or installation.

We warrant that for a period of one year from the completion of installation that, as of the installation completion date (or if not installed by US, the delivery date), the equipment will be free from defects in material and workmanship. If any defects covered by this warranty appear within the stated one year period, We will have the option of repairing or replacing the equipment at our expense. This will be Your exclusive remedy for breach of warranty or for negligence. We will not be obligated to repair or replace any item which has been repaired by others, abused, improperly handled or stored, altered or used with third party equipment which is defective or of poor quality. We will not be obligated to repair or replace items which have not been installed by Us. We will not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from use of the equipment or arising from Your inability to use the equipment either separately or in combination with any other equipment or from any other cause. This warranty will be in lieu of and excludes all other express or implied warranties of merchantability, fitness or otherwise.

We are not responsible for conditions on the telephone or data carrier's side of the interface equipment at Your premises (the DEMARK), nor for the timely provision of suitable service by them. You are responsible for making all arrangements with the carriers and You will pay all tariffs and other charges with associated with that service.

If We are performing installation services, We will need reasonable access to Your premises. You will allow our employees or agents such access at all hours consistent with the requirements of the installation. You are responsible for making the premises suitable in all respects, including all temperature and humidity control, dust conditions, etc. as required in the applicable equipment specifications. Your premises must be dry and not injurious to our employees or agents. You will provide all necessary openings and ducts for cable



Quote
No.: **9857**
Date: 06/11/2018

and conductors. You will provide suitable electrical service and metallic ground or grounds as required. In addition, You will provide for the termination of any existing service agreement with the local telephone utility and for removal of any existing equipment and cable as required. You will be responsible for providing secure and easily accessible storage space near where the equipment will be used, and also for secure storage of tools. You will provide conduit systems as required by federal, state or local codes. We may assign this agreement in whole or in part, and We may freely subcontract any or all of the work. You may not assign this agreement in whole or in part without Our prior written permission.

If any of Your payments or other obligations are not performed as agreed, You will be in default, and all unpaid amounts will become immediately due and payable. When You are in default, We will have all the rights and remedies under the UCC and any other laws, including the right to any delinquent payments for which You remain liable. As long as any part of the balance due is outstanding, We retain title to the equipment.

No changes in this agreement can be made, except in writing signed by the authorized representatives of both parties. This agreement sets forth the entire and final agreement between the parties, all prior agreements and understandings being merged herein and there are no representations, warranties or stipulations, whether oral or written not contained herein. This agreement is not effective until accepted and signed by an officer of TCS at its principal address.

Order Form for Osage Beach, Missouri

September 28, 2018

Prepared by:

Jeffrey Potter
408.900.1253
jeffrey.potter@mitel.com

Quote# 01830358

MiCloud Connect



Best Path to the Future

For more than 45 years, Mitel has partnered with businesses around the world to help them navigate the communication and technology challenges they face in a rapidly evolving marketplace. From analog to digital, from premises to cloud, Mitel's broad portfolio has given companies all over the world options to choose the best path to the future that is unique for them, at a pace that fits the pace of their business

In September 2017, Mitel completed its acquisition of ShoreTel. With Mitel and ShoreTel combined, powering connections becomes brilliantly simple with a unique full suite of solutions and applications to take customers to the cloud and enable digital transformation.

Mitel Cloud Benefits

High Performance Companies eliminate the communications barriers impacting their businesses by choosing a mobile-first, cloud communications system from Mitel.

Get all the features you want.

Show your customers your professional edge without needing a Fortune 500 budget.

Communicate and collaborate easily.

Eliminate silos with a collaboration tool for mobile or desktop that securely connects team members from both inside and outside of your company.

Improve the customer experience.

Deliver sales team success and superior representative performance with customer experience tools that support all the ways customer interact with businesses today.

Connect to your existing systems.

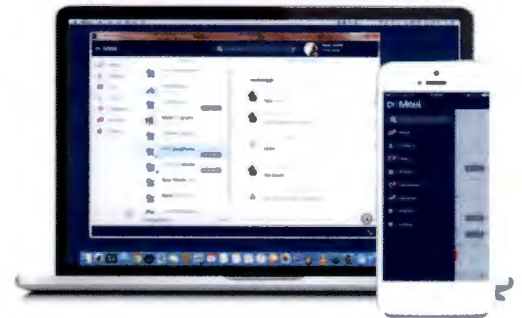
Capture interactions, increase productivity, reduce response time and eliminate time spent dialing numbers and identifying callers with features that increase sales and support velocity.

View and understand your performance.

Gain insights that optimize business performance using powerful data visualization on intuitive dashboards to fine tune your system for optimal performance

Ensure call the best call quality.

Maximize call quality with tools that prioritize critical applications to ensure that every customer interaction sounds fantastic.



Applications Integrations



MiCloud Connect Desk Phones



IP 485G



IP 480 / 480G



IP 420 / 420G

Powering Connections

The most respected companies around the world choose Mitel to deliver innovative solutions to their communication challenges.

Services



Manufacturing



Hospitality



Health Care



Finance



Education



Retail



Media, Sports & Entertainment

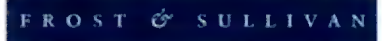


Industry Respected

Mitel's leadership and vision in the market has led to numerous industry distinctions and recognitions by today's leading analyst and consultants.

Gartner

Mitel has been named a Leader four years in a row in the Gartner Magic Quadrant Reports for Unified Communications



2016 Best Practices Award

European & North American Hosted IP Telephony and UCaaS Competitive Strategy Innovation and Leadership Award





MiCloud Connect Service Plans

MiCloud Connect Features & Applications	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	✓	✓
Minutes Per Month (domestic outbound calls)	Unlimited	Unlimited	Unlimited
PBX Features (different for each profile type)	✓	✓	✓
Connect Portal (end-user / administrative online interface)	✓	✓	✓
Connect Client (desktop app) <i>** features provided by this app are indicated below by **</i>	✓	✓	✓
Voicemail **	✓	✓	✓
Voicemail-to-email notification with WAV file **	✓	✓	✓
Audio Conferencing (a.k.a. Collaboration) **	8-party	25-party	100-party
Web Conferencing (desktop sharing) **	4-party	25-party	100-party
Instant Messaging (IM) **	✓	✓	✓
Presence (availability states) **	✓	✓	✓
Video Calling (peer-to-peer) **	✓	✓	✓
Video Collaboration (multi-party) **	8-party	12-party	24-party
Softphone **	✓	✓	✓
Outlook® integration **	✓	✓	✓
"Find Me" call routing options (a.k.a. "mobile extension") **	✓	✓	✓
Teamwork (collaboration app)	✓	✓	✓
Web Dialer / App Dialer (click-to-call capability)	✓	✓	✓
Connect for Chrome™ browser (UC integration with Google G Suite)	✓	✓	✓
Connect for Mobile (Android and iOS phones)	✓	✓	✓

¹ Domestic outbound calls

² Additional cost

MiCloud Connect Features & Applications (Continued)	Essentials	Premier	Elite
Scribe (voicemail-to-email transcriptions)	✓ \$	✓	✓
Salesforce® and other CRM Integrations	✓ \$	✓	✓
Connect Telephony for Microsoft®	✓	✓	✓
Operator for Connect Client	n/a	n/a	✓
¹ On Demand Call Recording (user initiates recordings)	n/a	✓	✓
¹ Always On Call Recording (records all calls)	✓ \$	✓ \$	✓
² Archiving (7 years for IMs, audio/web conferences, and call recordings)	✓ \$	✓ \$	✓
³ Fax (email-to-fax)	✓ \$	✓ \$	✓ \$
³ Contact Center	✓ \$	✓ \$	✓ \$

¹ On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one type)

² For users who do not have the Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months, and call recordings for 1 year. Elite profile users need to [open a Support Case](#) to activate the Archiving feature.

³ MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per Fax Number and is not dependent on any type of profile

¹ Domestic outbound calls

³ Additional cost

Order Form

Customer: Osage Beach, Missouri

Install Locations

1. 1000 City Pkwy, Osage Beach, MO, 65065-3058, USA

Date: September 28, 2018

Term of Service: 36 months

Total Profiles: 97

1000 City Pkwy, Osage Beach, MO, 65065-3058, USA

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Profiles						
MiCloud Connect Essentials Profile	\$29.99	97	\$2,909.03	\$20.99	\$872.71	\$2,036.03
Hardware						
IP Phone 480 Rental PROMO	\$0.00	97	\$0.00	\$0.00		\$0.00
Installation Services						
Service Monthly Commitment Total:						\$2,036.03

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Profiles						
Hardware						
Grandstream HT503 ATA	\$110.00	8	\$880.00	\$110.00		\$880.00
Installation Services						
JumpStart	\$50.00	97	\$4,850.00	\$25.00	\$2,425.00	\$2,425.00
One-Time Total:						\$3,305.00

Business Terms and Conditions:

1. This Order Form is confidential information.
2. This Order Form is valid for acceptance for thirty (30) days from the date herein.
3. Services means the services listed under the headings “**Circuits Monthly Charges**” and “**Service Monthly Commitment**” in this Order Form. We will begin charging for all of the Services on the sixtieth (60th) day (the “**Final Activation Date**”) after the signing date of this Order Form (the “**Contract Execution Date**”); *except* that if some or all of the Services are activated on an earlier date, then we will begin charging for those activated Services on the date they are activated (the “**Initial Activation Date**”). If any Services are activated between the Initial Activation Date (if any) and the Final Activation Date, we will begin charging for those Services on the date of activation of those Services. We will begin charging for all Services on the Order Form no later than the Final Activation Date. If an ordered circuit is not available for use on the Final Activation Date and this unavailability is not due to Customer’s action or inaction or failure to provide required information and Customer and we have agreed that Customer does not wish to start using the Services without using such circuit, then we may delay the Final Activation Date until such circuit is delivered and available for use.
4. Unless otherwise specified in the Order Form, the Services are offered for a minimum term of twelve (12) months.
5. Customer may increase Services unlimitedly during the Service Term at the Service Monthly Commitment prices agreed herein. A one-time implementation fee of \$0.00 will be assessed per profile added. Customer shall not be allowed to decrease Services below the quantity of Services contracted on this Order Form during the Term, unless Customer terminates this Order Form (which may incur an Early Termination Fee) and agrees upon new terms, including pricing, on a new Order Form.
6. Installation Services bundles include Local Number Porting (LNP) for the first two (2) invoices for each Location. LNP for each additional invoice is \$250 per Location.
7. Travel expenses related to professional services purchased by Customer, if any, are not included in this Order Form.
8. Calls outside contiguous United States, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll free inbound calls are billed on a usage basis.
9. Shipping costs shall be invoiced separately and are not included in the rental fees or purchase price of Equipment.
10. Recurring non-usage charges related to the provision of the Services are invoiced one month in advance (on the first day of month) and usage-based charges are invoiced in arrears.
11. Customer is liable for any and all applicable taxes and surcharges.
12. Unless otherwise specified, Customer receives only standard features.
13. The Customer represents and warrants that the individual signing this Order Form on the Customer’s behalf possesses the full power and authority to execute and agree to this Order Form and the Terms of Service incorporated herein by reference. The agreement entered herein is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms.
14. Promotional pricing is effective through the 36-month term of initial customer contract, ordered by December 31, 2018, and does not apply to contract renewals. Discounted pricing on phone rentals added after initial contract and for contract renewals will reflect a volume discount of 30.00% off list price.
15. By accepting this Order Form, Customer agrees to the Terms of Service found at <https://www.mitel.com/sites/default/files/micloud-connect-us-tos.pdf> and incorporated hereto by reference.

For a full description of the Installation Services included in *JumpStart*, please reference the [JumpStart Service Description](#)

Fair Use Policy

MiCloud Connect customers agree to provision and use their services within the following limits:

- Auto-attendants: up to 15 per customer location or per every 25 users
- Bridged Call Appearances (BCA): up to 15 per customer location or per every 25 users
- Hunt Groups: up to 15 per customer location or per every 25 users

Company reserves the right to bill customers a monthly overage charge for each feature instance that is provisioned above the stated limits at a unit cost of \$5 per month.

Authorized Contacts for Osage Beach, Missouri:

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:


Roles:

<https://oneview.mitel.com/s/article/Account-AuthorizedContacts>

Company	Full Name	Email Address	Phone Number	DM *Super User	PM	Billing	Technical	Emergency

By signing this agreement, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as authorization to make changes to call routing, configurations and contracted services.


Authorized Signature

10/8/18
Date


John Olivarri, Mayor
Name and Title

Osage Beach, Missouri
 September 28, 2018
 Term of Service: 36 months

Summary by Location	Monthly Charges	One-time Charges
1000 City Pkwy, Osage Beach, MO, 65065-3058, USA	\$2,036.03	\$3,305.00
	\$2,036.03 Total Monthly Charges	\$3,305.00 Total One-Time Charges

Summary by Services	Monthly Charges	One-time Charges
Circuits	\$	\$
Profiles	\$2,036.03	\$
Options	\$	\$
Installation Services	\$0.00	\$2,425.00
Hardware	\$0.00	\$880.00
Trade-In Credits	\$	\$
	\$2,036.03 Total Monthly Charges	\$3,305.00 Total One-Time Charges

Agreed and Accepted



 Authorized Signature

10/8/18

 Date

John Olivarri, Mayor

 Name and Title

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