



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

**From: Henry Holling
Interim City Manager**

AGENDA DATE REQUESTED: February 10, 2009

ACTION REQUESTED: APPROVAL OF THE SOLE SOURCE CONTRACT FOR THE CITY SECURITY SYSTEMS MAINTENANCE WITH MIDCO, INC., FOR THE TWO-YEAR PERIOD MARCH 1, 2009 – FEBRUARY 28, 2011, IN THE AMOUNT OF \$39,931.32 FOR THE FIRST YEAR AND \$39,000.00 FOR THE SECOND YEAR. BILLING FOR THIS CONTRACT WILL BE ON A QUARTERLY BASIS.

BACKGROUND: Over the past 10 years security video cameras, access control systems and emergency call stations have been installed throughout the City. Multiple vendors have been involved and this has created problems with continuity and long range planning. As these security systems have grown, so has the complexity and need for reliable systems. Integration with the various components is critical.

MidCo, Inc. has been involved with the design and installation of the City's security systems for several years. They have spent a considerable amount of time in the past year working with these systems that have been neglected in the past. Most recently they were instrumental in creating a security sub-net with Information Systems to isolate access control and camera network traffic. This allows for easier expansion and avoids problems that having these systems sharing our regular network backbone may cause.

The current method of addressing failures or routine maintenance is to submit a work request resulting in individual work orders being created for each incident and being charged on a time and material basis at a premium rate. The need for these service calls has been increasing, primarily due to the inevitable aging of the system that is currently being utilized.

By entering into this contract, we will know what our maintenance costs will be for an aging system that will surely require more attention in the future. The contract will also provide us with a semi-annual inspection of all covered systems that may identify problems before they become a major issue requiring more costly repairs, and/or replacements. This becomes crucial as equipment age takes it out of warranty.

The initial contract is a 2 year agreement with an option for additional one year extensions. The first year is \$39,931.32 and the second year is \$39,000. Future contract agreements between MidCo and The City of Peoria will carry over these terms and conditions for additional years, in one-year increments, past the initial 2 year agreement. Contract value or cost to Peoria will be adjusted on a yearly basis after the initial 2 year agreement to incorporate any added equipment beyond a 1 year warranty period. MidCo will be performing a preliminary survey of all equipment complete with site drawings and a set equipment list prior to commencement of the contract. This is not included in the maintenance contract. This survey is essential due to the use of different vendors in past years.

MidCo's approach to our systems is forward-looking providing flexibility for future expansion and improvement. The proactive maintenance provided by this agreement will not only keep our aging equipment operational but also allow us to more easily keep up with advances in technology.

FINANCIAL IMPACT: The contract is for a two-year period with an option for three one-year extensions based upon contractor performance, at the discretion of the City. Funding for this purchase has been included in the 2009 Public Works Facilities Budget, Account # 101-3123-546.37-15.

NEIGHBORHOOD CONCERNS: Working with Information Systems and Technical Services Division of the Police Department, MidCo created a workable solution to problems with the Neighborhood Anti-Crime cameras.

IMPACT IF APPROVED: The City will have reliable, usable security systems. On-going maintenance costs will be contained.

IMPACT IF DENIED: This City's camera and door access security equipment will continue to require repair and will be more costly. Systems could deteriorate to the point of replacement rather than maintenance.

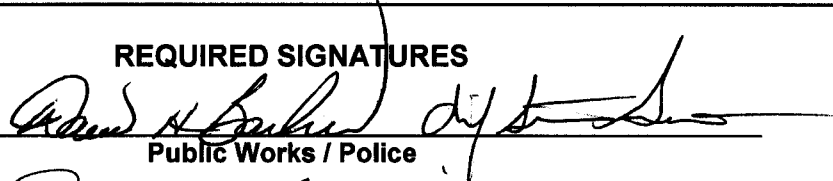
ALTERNATIVES: Continue to pay for repairs, or maintenance, on a per incident basis at a much higher cost.

EEO CERTIFICATION NUMBER: 01906-090630 - MIDCO INC

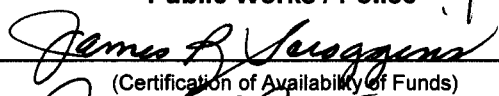
RELATIONSHIP TO THE COMPREHENSIVE PLAN: This request is consistent with the following in the Comprehensive Plan: 1. Chapter 2, strategies A1.5 promote the use of preventative maintenance process; and 2. Chapter 6, Government, Goal A. Improve delivery of services by City Government.

REQUIRED SIGNATURES

Department Director


Public Works / Police

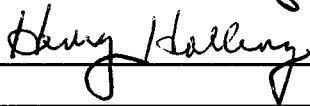
Finance Director


(Certification of Availability of Funds)

Corporation Counsel



City Manager





**MAINTENANCE CONTRACT AND SERVICE ORDER
FOR
City of Peoria**

**BY
MidCo Inc.
Andy Cooper
Account Representative**

January 7, 2009

MidCo Inc.
Yearly Maintenance Contract
Dated: January-07-2009

(1) **CONTRACTOR:** MidCo Inc.
CUSTOMER: City of Peoria **MidCo Customer #: 185770**

(2) **EQUIPMENT:** See Attached Maintenance Equipment List
LOCATION: Enter Location Here, or Enter "See Attached Locations List"

(3) **SCOPE:** The Scope of this Service Order Agreement and its associated coverages is defined per the eight (8) items below. Only those items which are affirmatively selected, and noted as such by way of a check or other affirmative mark within the provided "check box", will be deemed incorporated in the Scope of this Service Order Agreement. Those coverages not affirmatively selected will be deemed coverages which were not accepted by the Customer. Any provision(s) of this Service Order Agreement which reference an "unchecked" or "non-selected" coverage, will not be considered to be a valid provision(s) of this Agreement.

<input type="checkbox"/>	24/7 + Holidays*	<input checked="" type="checkbox"/>	Mon-Fri 8-4:30 p.m.
<input checked="" type="checkbox"/>	PM Visit(s) Included	<input type="checkbox"/>	Computer Maintenance Included
<input checked="" type="checkbox"/>	Written Report Included	<input checked="" type="checkbox"/>	Breakdown Material Included
<input checked="" type="checkbox"/>	Software Maintenance & Telephone Support	<input checked="" type="checkbox"/>	Breakdown Labor Included

*: *Emergency Service to be Qualified by Agreement between the Parties as provided for in Section X(iii).*

(4) **PERIOD:** This Agreement will remain in force for a period of **2 Years**
from: **March 1, 2009**

(5) **SCHEDULE OF MAINTENANCE:**

(A) **PREVENTATIVE MAINTENANCE VISITS**

2 complete routine preventative maintenance visit(s), per year, during the term of this contract, are provided by this agreement which are allocated to:

- (i) Checks and adjustments as indicated in Section 6.
- (ii) Replacement of defective components as outlined further in this Agreement.
- (iii) No modification will be accomplished without prior written approval by the Customer.
- (iv) Free access to the equipment during the scheduled maintenance period is to be provided. Appointments will be made in advance by mutual consent. A written report will be submitted following each routine visit.

(B) **SERVICE CALLS**

All service calls will be without charge provided the call is due to technical malfunction of the equipment.

If service calls are made, and it is determined that the problem is due to incorrect user procedure, misuse or abuse, catastrophe or vandalism, a charge will be made at the rates listed in Section 9.

All parts and labor are covered by this agreement in accordance with Exhibit "A" with the exception of door hardware and "MAN" Lifts. This Agreement does not cover consumables, by example, but not limited to, printer ribbons, toner cartridges, paper, lights, light bulbs, batteries, etc.

All Service calls will be responded to within two to four hours of the request being received.*

(6) PREVENTATIVE MAINTENANCE (P.M.) PROCEDURES

Inspection of all equipment under contract in accordance with standard MidCo Inc. (See Exhibit B for PM sheets) test and maintenance procedures. This typically is in accordance with Manufacturer P.M. procedures. Maintenance and Warranty Services shall be available between 8:00 A.M. and 4:30 P.M. local time, Monday through Friday, excluding MidCo holidays. Extended Service hours shall be available 24-hours a day excluding MidCo holidays and priority response coverage, if applicable, shall be subject to an additional charge shown on face of Service Order. Services performed outside such times at the request of Customer shall be subject to MidCo's then applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with MidCo's prices in effect on the date supplied to Customer.

(7) TERMS AND CONDITIONS

MidCo Inc. (MidCo) and Customer agree that equipment installation, maintenance services, and software support services ("Services") provided by MidCo to Customer shall be performed exclusively pursuant to the charges, terms, and conditions set forth in this Service Order.

All equipment must be in operating condition or restored to operating condition to be eligible under the terms of this Agreement. Equipment which was not installed, previously covered under a MidCo maintenance contract or warranty period will require inspection and refurbishment at the Customer's expense prior to being eligible for inclusion and/or addition to a MidCo maintenance contract.

(A) STANDARD ON-SITE MAINTENANCE SERVICES

MidCo shall provide labor and parts (excepting supplies and expendable items) and will perform Services so as to maintain the equipment at the location specified in this Service Order in good working order. MidCo shall respond to requests for remedial maintenance to such equipment in a prompt and commercially reasonable manner. Maintenance and Warranty Services shall be available between 8:00 A.M. and 4:30 P.M. local time, Monday through Friday, excluding MidCo holidays. Extended Service hours shall be available 24-hours a day, excluding MidCo holidays, and priority response coverage, if applicable, shall be subject to an additional charge shown on the face of Service Order. Services performed outside such times at the request of Customer shall be subject to MidCo's then applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with MidCo's prices in effect on the date supplied to Customer.

(B) INSTALLATION SERVICES

MidCo will perform the following Services at MidCo's standard charges when installation is specified in this Service Order. All work will be completed, unless otherwise agreed to, during Seller's normal business hours. MidCo shall install the equipment as listed in accordance with local electrical codes and manufacturer's specifications or as otherwise shown. Customer agrees to furnish a dedicated, properly grounded, commercial power circuit.

THIS AGREEMENT SHALL BECOME NULL AND VOID IF EQUIPMENT IS SERVICED OR RELOCATED BY PARTIES OTHER THAN MIDCO INC. WITHOUT THE PRIOR WRITTEN CONSENT OF MIDCO INC.

(C) SOFTWARE SERVICES

MidCo shall provide consultation services with respect to software operation and similar matters when software consultation is specified in this Service Order. Maintenance Service does not include software consultation Services.

(D) TIME AND MATERIALS SERVICES

Services performed at Customer's request, which are outside those specified herein shall be on a time and materials and transportation basis at MidCo's prices in effect at the time such Service(s) or material(s) are provided. Provision of such Services shall be at the discretion of MidCo and shall be subject to the availability of personnel and parts.

(E) PRICES

Prices shall be the price set forth on the face of this Service Order. All sales, property, excise and other federal, state, and local taxes (other than those based upon MidCo's net income), shall be paid by Customer. All invoices are payable within thirty (30) days of the date of the invoice. Customer shall make such arrangements for payment as MidCo may require and MidCo may suspend performance under this Service Order until such arrangements are made.

PAST DUE AMOUNTS SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1.5% PER MONTH, or the highest rate permitted by law, plus all costs of collection. MidCo reserves the right to adjust the service charge in conformity with MidCo's standard charges in the event Customer changes the equipment or attaches additional features or equipment to the covered equipment after the date hereof.

(F) TERM

The term of this Service Order for maintenance Services shall be 2 Years from the date of commencement of Services as stated on the front of this Agreement and shall continue thereafter at the prices specified herein until terminated by Customer or MidCo by ninety (90) days prior written notice to the other. MidCo may, after the 1st year, increase or decrease maintenance prices upon written notice, ninety (90) days or less prior to expiration date. Software support Services shall be either for the quantity of consultations specified, number of hours specified, or the term specified.

(G) PARTS

All parts are replaced by parts provided by MidCo on an exchange basis. Parts provided by MidCo in performance of Services may be new or refurbished parts that are functionally equivalent to new parts and may be from sources other than the original equipment manufacturer. **MIDCO ASSUMES NO RESPONSIBILITY FOR OBSOLESCENCE OR AVAILABILITY OF MANUFACTURER'S EQUIPMENT OR PARTS.**

All parts not included with this contract shall be furnished in accordance with Section 8 and at standard local retail market value plus MidCo handling charges.

(H) SITE PREPARATION

CUSTOMER SHALL, AT CUSTOMER'S EXPENSE, PREPARE AND MAINTAIN THE EQUIPMENT SITE IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED SPECIFICATIONS FOR OPERATING ENVIRONMENTS.

Customer assumes full responsibility to locate, mark, or otherwise clearly identify any underground or obscured facilities, including, but not limited to, conduit, cable, pipe, wire, line, or tank, prior to commencement of work involving, but not limited to, directional boring, drilling, or excavation, which may be damaged during the course of work. Customer assumes full responsibility to notify local utilities, either public or private, and make every reasonable effort to locate and mark any underground facilities that may be present in the work area.

Customer assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before Services are performed. Customer also agrees to permit prompt access to equipment, and/or software consistent with Customer's standard requirements and to provide assistance and facilities so as to expedite the performance of Services.

(I) RECONDITIONING

In the event, in MidCo's reasonable opinion, any unit of equipment must be factory reconditioned because normal repair or replacement of parts cannot keep such unit in satisfactory operating condition, MidCo shall submit a request for the required reconditioning to Customer. In the event Customer declines to authorize such reconditioning, MidCo may delete such item of equipment from this Service Order upon giving Customer thirty (30) days advance written notice.

(J) ADDITIONAL CHARGES

Services performed as a result of any of the following conditions shall be subject to additional charges for labor, transportation and parts; alterations of equipment not authorized in writing by MidCo; expendable supply items; damage resulting from improper use, damage resulting from events commonly referred to as "acts of God", including, but not limited to, weather and weather-related damage, lightning strikes, flood damage, water damage, hail, tornado, hurricane, earthquake, fire, acts of terrorism or similar acts, damage resulting from misuse and/or abuse, in-transit damage, accident, neglect, power surge or failure, operating environment, or the use of supplies or accessories which are not in conformance with the equipment manufacturer's published specifications; site surveys; **OR EVENTS OTHER THAN NORMAL WEAR AND TEAR.**

(K) EXCLUSIVE WARRANTY AND REMEDY

MidCo's exclusive warranty is that Services will be performed in a workmanlike fashion and all parts provided by MidCo shall be free of defects in material and workmanship for a period as stated on the front of this Agreement from the date of installation or beneficial use of system. MidCo further agrees that all Services performed without furnishing parts shall be free of defects for a period of thirty (30) days, unless otherwise noted. MidCo's warranty period applies during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. C.S.T.

IN THE EVENT MIDCO BREACHES THIS WARRANTY, MIDCO'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY, SHALL BE TO HAVE MIDCO MAKE ALL NECESSARY ADJUSTMENTS, REPAIRS, OR REPLACEMENT OF PARTS WHICH WERE DEFECTIVE AT THE TIME OF INSTALLATION. There are no other express or implied warranties concerning any Service, parts, supplies, or expendable items provided hereunder. MidCo does not guarantee that the operation of the equipment will be uninterrupted or error-free. **MIDCO DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE FOREGOING SHALL BE THE SOLE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY.**

(L) LIMITATION OF LIABILITY

IN NO EVENT SHALL MIDCO BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS NOR DAMAGE OR DESTRUCTION OF DATA EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SAME, except as to personal injury. MidCo's maximum liability shall be limited in any event to the actual direct damages incurred by Customer, which are caused, solely by the acts or omissions of MidCo subject to a maximum liability of the lesser of the amount paid for the services performed under this Service Order (subject to a maximum of one twelve (12) months duration) of \$1,000.00. Customer agrees to provide MidCo with prompt written notification as to the specifics of any claim for damages and to provide MidCo with a reasonable opportunity to investigate. **NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS INTENDED.**

(M) MAINTENANCE AIDS

Maintenance aids, including, but not limited to, software or documentation utilized by MidCo are either MidCo's property or property of third parties. No license or right to use any such Maintenance aids is granted hereunder.

(N) NOTICES

Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered personally or by overnight delivery or messenger services or if mailed by United States Certified Mail, postage prepaid, return receipt requested, to Customer's principal office, attention the President. Notices mailed as aforesaid shall be deemed served on the date shown on the registry receipt or the latest date marked unclaimed.

(O) FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon ninety (90) days prior written notice to the other.

(P) LIMITATION OF ACTIONS

No action, regardless of form or basis, arising out of transactions related to this Service Order or the Services performed or to be performed, may be brought by either party more than two (2) years after the cause of action has accrued except that the action for nonpayment may be brought within two (2) years after the date of last payment.

(Q) WAIVER

Waiver of either part's breach of this Service Order shall not constitute a waiver of any other breach, MidCo may elect to continue performance notwithstanding such breach by Customer but such performance shall not constitute a waiver of such breach nor otherwise limit MidCo's remedies.

(R) ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this Service Order, or any dispute arising out of the interpretation or application of this Service Order, which the parties are unable to resolve, except an action for the issuance of an injunction, which shall be prosecuted in a court having competent jurisdiction, shall be resolved by arbitration in the City of Peoria, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association and judgment upon the award rendered may be entered in any court having competent jurisdiction thereof. The arbitrator shall be chosen from a panel of persons knowledgeable in the provision of services or similar types of equipment.

(S) ENTIRE AGREEMENT

This Service Order Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, presentation, expressed or implied, statutory or otherwise, in any way limiting, extending, defining or relating to the provisions hereof. **NO AGREEMENT ALTERING, MODIFYING, OR EXTENDING THE TERMS OF THIS SERVICE ORDER SHALL BE VALID UNLESS IN WRITING, DULY SIGNED BY BOTH PARTIES HERETO.** The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Service Order.

Any term or condition of an offer set forth on any Purchase Order or any other document created by Customer of MidCo, which is inconsistent with any term or condition of this Service Order, shall be of no force or effect whatsoever. **NEITHER CUSTOMER NOR MIDCO SHALL BE BOUND BY ANY ORAL AGREEMENT OR REPRESENTATION IRRESPECTIVE OF BY WHOM OR WHEN MADE.**

(T) CAPTIONS

The captions and heading of various sections of this Service Order Agreement and Exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

(U) INCORPORATION

All Exhibits attached hereto and as supplemental, replaced or amended from time-to-time and additional Exhibits shall be deemed incorporated herein by reference as if fully set forth herein.

(V) APPLICABLE LAW

This Service Order Agreement and each transaction contemplated hereunder shall be deemed to be made under the laws of the State of Illinois and shall be construed in accordance with the laws of said State.

(W) SEVERABILITY

Any provision or provisions of this Service Order Agreement which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Service Order shall be of no force or effect, and in such event each and all of the remaining provisions of this Service Order shall subsist and remain and be fully effective according to the tenor of this Service Order Agreement the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Service Order Agreement.

(X) DEFINITION of TERMS

(i) ***Door Hardware:***

Door hardware includes, but is not limited to: electronic locks, electric transfer hinges, magnetic locks, mortise locks, locking mechanisms, door handles, door strikes, door closing devices, ADA Openers (Americans with Disabilities Act Openers), removable mullions, or other locking devices used to secure door access.

(ii) ***Consumables:***

This Agreement does not cover consumables, by example, but not limited to, printer ribbons, toner cartridges, paper, lights, light bulbs, batteries, cleaning supplies, ink cartridges, proximity identification and access cards, etc.

(iii) ****Response:***

It is the responsibility of the Customer to notify MidCo of any service issues.

A response is deemed made, under this Agreement, when one or several of the following methods are employed by MidCo during the two to four hour response window:

MidCo personnel have initiated steps to resolve the service call through actions which may or may not include, additional Customer contact to clarify the service call, through such mediums as telephone calls, on-site meetings, or emails, contacting the device manufacturer for technical support assistance, if needed, remotely accessing a Customer's system, when possible, to attempt remote repair or gather further information to assist in the completion of the service call, and/or dispatching a field service technician to the location of the service call in order to pursue direct methods of repair. Methods of response are at the discretion of MidCo, and may be used jointly, to effect the most efficient resolution of the call possible.

(iii)(a) ***Service Response During Normal Business Hours:***

MidCo Inc. will use its best efforts to respond to a Customer request for service during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m., C.S.T., excluding holidays and weekends) within twenty (20) minutes of receiving a request.

(iii)(b) After-Hours Service Response:

MidCo Inc. will use its best efforts to respond to a Customer request for service after normal business hours no later than one (1) hour from the time the request is received.

(iii)(c) Emergency Service Response:

MidCo will use its best efforts to provide on-site response, within two to four hours of receiving notification of an Emergency Service Event.

(iii)(d) Emergency Service Events:

Emergency service calls, by example, include, inability to secure exterior facility doors, inoperability of a main gate or turnstile, at facilities utilizing such devices to permit/prohibit access to the lone site entry/exit point, inability to secure site-critical interior doors, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement, inability to arm Customer's access control system, site-critical security cameras, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement, the complete inoperability of panic call stations, such as devices commonly referred to as "Code Blue" devices, or the inoperability of site-critical intercom stations or devices, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement.

(iii)(e) Non-Emergency Service Events:

All other calls deemed not to be Emergency Service Events are considered Non-emergency service calls, by example, but not limited to, inability to secure non-site-critical interior doors, cameras, intercom stations or devices, as identified by exclusion, from those site-critical doors which have been previously identified and incorporated by written reference, by mutual agreement between Customer and MidCo, to this Agreement, sound quality, as pertaining to intercom or panic call stations or devices, or any other events, in the discretion of MidCo Inc., which would be of a non-emergency nature.

(iii)(f) Non-Emergency Service Response:

MidCo will use its best efforts to provide on-site response within twenty-four (24) hours, or within a time period agreed upon by prior written mutual agreement, between Customer and MidCo, of receiving notification of a Non-Emergency Service Event.

(8) CHARGES

All work over and above the contract will be billed at MidCo Inc.'s current Time and Material rates or on a provided quote basis. (See Exhibit "C")

(9) HOOR RATE PROVISIONS

Work over and above the contract will be billed at MidCo Inc.'s current Time and Material rates. (Please refer to MidCo's Current Time and Material Rates Exhibit "C")

(10) INVOICE AND PAYMENTS

This Agreement will be invoiced x 4 time(s) annually in advance and Net thirty (30) Days.

(11) OTHER CLAUSES

- (A) The prices quoted by this contract are firm, fixed for the period of time specified in Section 4.
- (B) Contractor agrees that it will indemnify and hold harmless the Customer and it's employees, agents, and authorized representatives from any loss, cost, damage, expense, and liability by reasons of negligent or tortious actions or failure to act in connection with the performance of the work by MidCo Inc., it's employees, agents, and subcontractors.

(12) PRICE SCHEDULE:

Maintenance Contract Pricing, Two Year Amount: \$78,931.32

Multi-Year Pricing	1 Year	2 Years	3 Years	4 Years	5 Years
Per Year Total:	\$39,931.32	\$39,000.00	TBD	TBD	TBD
Term of Contract Total:	N/A	\$78,931.32	TBD	TBD	TBD
Savings with Multi-Year Program over Term of Contract: (vs. multiple, single year terms)	N/A	\$931.32	TBD	TBD	TBD

Duration of Contract Selected:	2	Years
Contract Amount:	\$78,931.32	over duration of contract
Invoice Scheduling:	1	Time Annually

Maintenance Contract and Service Order
Between
MidCo Inc.
and
City of Peoria

ACCEPTANCE PAGE

Acceptance:

MIDCO INC.

CUSTOMER

Signature:

Signature:

**Printed
Name:**

**Printed
Name:**

Title:

Title:

Date:

Date:

ADDENDUMS (If any)

**MAINTENANCE CONTRACT AND SERVICE ORDER
FOR
City of Peoria**

Exhibit A - Equipment List

Quantity	Mfg	Part Number	Description
1			Yearly Maintenance for Video & Access Control Service
			Labor and Listed Equipment
			Platinum Plus Maintenance Including Ccure 800
			Software Maintenance.
			MidCo will cover labor and material for City of
			Peoria Software House Access Control System,
			American Dynamics Video System, Verint Wireless
			Video System, MidCo provided network
			equipment and Code Blue Emergency Phones.
			All system coverage is subject to MidCo Inc.
			Preliminary Survey for testing and commissioning;
			Time and Material Work Order will be required for initial
			service on equipment.
			At completion of Preliminary Survey, site drawings
			and a set equipment list will be provided.
			All equipment within the systems mentioned in
			this contract will be maintained and warrantied
			during the maintenance agreement period.
			Any equipment installed by MidCo Inc. after Preliminary
			Survey will carry 1 year warranty. After 1 year warranty
			period, MidCo Inc. will adjust Yearly Maintenance cost
			to include all system equipment.
			All cable, boxes, conduit, door hardware or other 3rd party
			equipment connected to these systems is excluded.
			All PC's are excluded unless provided by MidCo Inc.
			MidCo provided PC's will carry 1 year parts and
			labor warranty only and will not carry over
			into future maintenance agreements.
			Any Gate Equipment or Gate Operator is excluded
			from this Maintenance Agreement. Time and
			Material services may be used for items of
			this nature.
			Terms and Conditions of Contract may be
			extended for years beyond listed (2). Contract value
			to be determined based on total equipment for
			mentioned systems. Yearly extensions of contract
			must be agreed upon by both parties after
			2 year contract duration.

