

MAINTENANCE AGREEMENT

Address 1272 Bond Street ShoreTel Only - No Phones
City NAPERVILLE State ILLINOIS Zip 60563
Telephone (830) 505-7600 Fax # (830) 605-4272

Term: 60 Months
Effective Date: December 29, 2015
OVERALL INVESTMENT: \$42,916.00

CUSTOMER BILLING LOCATION:

Company Village of Wilmette - Village Hall
Address 1200 Wilmette Ave
City Wilmette State Illinois Zip 60091
Telephone (847) 853-7631 Fax # _____

ADDITIONAL SUPPORTED LOCATIONS:

- Fire Station 26
- Police
- CTA Station
- Public Works
- Fire Station 27
- Water Department
- Historical Museum -Includes all Wilmette Park District locations

TERMS AND CONDITIONS

1. MAINTENANCE SERVICES

Pursuant to the terms and conditions of this Agreement, ATI shall provide the Customer during the term of this Agreement and with respect to the Existing Equipment, the services summarized as follows:

- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order, this includes all parts and labor.
- Priority response to Customer request for remedial maintenance and/or service work over other types of ATI service arrangements.
- Continued Operator and Station User training assistance.
- Continued consultation on Equipment requirements.

ATI's remedial maintenance response objectives are as follows:

With respect to a Major Malfunction of the Equipment (defined as no incoming or outgoing telephone service, or no station to station service within Customer's system) ATI's policy is to respond to the Customer's premises within four (4) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical.

With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Equipment, ATI's policy is to respond to Customer's premises between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, within twenty-four (24) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical. Routine remedial maintenance requested after normal working hours will be billed Customer at the prevailing evening hourly rate with a minimum two (2) hour service charge.

ATI's responsibility with respect to the Maintenance Services shall be limited to either the Customer's side of the interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility, or if no such interconnect devices exist, to the Customer's side of the point of connection between the Equipment and said local telephone system.

The Customer shall allow employees of ATI free access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any maintenance or service work performed on the Equipment by others during the period of this Agreement without written consent of ATI shall cause this Agreement to become null and void.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering charges.

Labor and material costs for replacement of those component parts, such as headsets, batteries for phones and batteries for universal power supplies (UPS) that are subject to normal wear and tear and consumption, as a result of use which does not affect the operational condition of the equipment.

Negligent, willful or intentional acts of Customer.

Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications.

An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone or abnormal power fluctuations or failures which adversely affect the Equipment.

Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable equipment environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibility under this Agreement.

Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the customer or any third party of the Equipment in combination with any other apparatus, device or other system not supplied, or approved as to such combined use by ATI of the use by Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by ATI.

2. TERM AND PAYMENT

The term of this Agreement shall commence as of the date set forth above upon receipt of payment from Customer and will only cover a period of one (1) year, unless a period other than one year is expressly stipulated in the space provided. under term above.

On the anniversary date of this Agreement, any additional Equipment provided will result in an increase of annual maintenance charges.

3. TAXES

The Maintenance Service rate(s) or other charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either ATI or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by ATI or Customer, except for taxes based on ATI's net income or capital stock, which shall be borne by ADVANCED TELECOMMUNICATIONS, INC.

4. LIMITATION OF LIABILITY

The Customer agrees that neither ATI nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury or death to Customer's agents, employees, or customers arising in connection with the Maintenance Services provided by ATI or its subcontractor under this Agreement unless such loss, injury, death or damage results solely from the negligence or willful misconduct of ATI's officers, employees or agents or those of ATI's subcontractors. **IN NO EVENT SHALL ATI OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.**

5. FORCE MAJEURE

The timeliness of performance by ATI or Maintenance Services hereunder or the performance of any other obligations of ATI under this Agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts of inaction of Customer, inability of ATI's subcontractors to perform, or any other cause beyond the reasonable control of ATI, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of ATI). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

6. ASSIGNMENT

ATI may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, ATI's obligation to provide Maintenance Services, provided that ATI first gives adequate prior written notice thereof to the Customer. Any subcontractor performing Maintenance Services or other services hereunder will be subject to the same terms and conditions set forth herein. Customer shall not assign or subcontract any part of all of its interests hereunder, except upon the prior written consent, this Agreement shall be null and void.

7. NOT SUPPORTED

** Windows Server 2003 is end of life on July 14th, 2015. System Manager, Call Processing Servers, CRM, Outlets, Mitocall, or anything else on a 2003 server will no longer be supported by ATI **

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED; NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY A WRITING EXECUTED BY AN OFFICER OF ATI. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF ATI.

Customer: [Signature] P.O. No 00000001
BY: [Signature]
Title: Procurement Specialist
Date: 12-9-2015

Advanced Telecommunications of Illinois, Inc.
BY: Mike Bergh [Signature]
Date: 11-18-15



Village of Wilmette

1200 Wilmette Avenue
Wilmette, Illinois 60091-0040
(847) 251-2700

Vendor Copy

Purchase Order

Fiscal Year 2016

Page 1

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Village Hall - Finance
1200 Wilmette Avenue

Wilmette, IL 60091

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **00000001-00**

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ADVANCED TELECOMMUNICATIONS OF ILLINOIS
1272 BOND STREET, SUITE 100

NAPERVILLE, IL 60563

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Village Hall - IS Dept
1200 Wilmette Avenue

Wilmette, IL 60091

Price is F.O.B. Wilmette unless otherwise indicated.

Vendor Phone Number 630-577-2663		Vendor Fax Number 630-955-8263		Requisition Number 00000004		Delivery Reference	
Date Ordered 12/09/15		Vendor Number 001722		Date Required		Freight Method/Terms	
						Department/Location INFO. TECHNOLOGY - GEN. GOV	
Item#	Description/Part No.	Unit/Qty	Cost Each	Extended Price			
001	ORIGINAL Maintenance Services and Support for the Telephone System as located at the Village of Wilmette, IL 60091. As per the signed maintenance agreement attached to this purchase order - effective 12/29/2015 for a five-year period to 12/29/2010 - at a total cost of \$42,916.00 to be paid at time of contract implementation (2016). This contract was approved by the Wilmette Village Board at their meeting on 12/8/2015. A certificate of insurance per Village guidelines must be on-file prior to any work being completed. 11061410-428010	1.00 Each	42916.00000	42,916.00			
			PO Total	42,916.00			

1. Invoice each shipment separately on date of shipment and send only to this office.
2. Invoice should show (A) our order number (B) how shipment was made.
3. All shipments shall be made F.O.B. Wilmette, Illinois.
4. All material furnished must be subject to the inspection and approval of the Village after delivery at destination.
5. The right is reserved to reject all overshipments, and cancel this order if not filled within a reasonable time.
6. Acceptance of this purchase order assures the buyer that the seller has completely complied with all applicable Fair Employment Practice Laws.
7. Send invoice to: Village of Wilmette, Finance Department, Village of Wilmette, 1200 Wilmette Ave, IL 60091-0040

[Signature] 12/9/2015
Purchasing Agent

**SUMMARY OF ACTION TAKEN AT THE WILMETTE
VILLAGE BOARD MEETING HELD DECEMBER 8, 2015.**

The Village Board

1. Approved:

- Five year contract renewal in an amount not to exceed \$42,916 with Advanced Telecommunications of Illinois, Inc., Naperville, Illinois for telephone system maintenance and support.
- Contract in the amount not to exceed \$163,560 with Tecorp Inc., Joliet, IL for the work associated with the Water Plant Pipe Painting Project.
- November 2015 Disbursement Report.

2. Adopted:

- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2007-O-54.
- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2009-O-63.
- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2010-O-66.
- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2011-O-70.
- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2013-O-64.
- Ordinance abating the tax levy requirements of General Obligation Bond Ordinance #2014-O-54.
- Ordinance regarding the 2015 Tax Levy.
- Resolution authorizing a fund transfer from the Water Fund to the General Fund for fiscal year 2015.
- Resolution setting the dates for the regular meetings of the Village Board in 2016.
- Ordinance to increase the number of Class A licenses to allow the liquor commissioner to issue a Class A liquor license to Taco Lago (1515 Sheridan Road).

3. Presented:

- Government Finance Officer Association (GFOA) Certificate of Achievement for Excellence in Financial Report for the 2014 Comprehensive Annual Financial Report (CAFR).
- October 2015 Monthly Financial Reports.

REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.12



Information Technology Department

SUBJECT: Five-year Telephone System Maintenance Renewal

MEETING DATE: December 8, 2015

FROM: Peter A. Skiles, IT Director / Deputy Finance Director

BUDGET IMPACT:

Renewal Price	\$42,916
Over/(Under) 2016 Budget	\$(522)

Recommended Motion

Move to approve a five-year contract in an amount not to exceed \$42,916 with Advanced Telecommunications of Illinois, Inc., Naperville, Illinois for telephone system maintenance and support.

Background

The Village began using a new Internet Protocol (IP) based telephone system in November, 2009. The first year of system support was included in the contract. After the first year, the Village entered into a five-year maintenance contract with the same vendor, ATI, as they provided the Village with a good level of service. The phone system and expense is shared with the Wilmette Park District in an effort to reduce expenses.

Support services under the current agreement included telephone parts and labor, continued operator and basic user training assistance and access to all new software releases.

Discussion

The Village has been very satisfied with the incumbent vendor's performance over the term of the previous five year maintenance contract. However, to help ensure that the vendor is competitive on pricing, proposals were solicited from two additional authorized ShoreTel vendors, CDW-G and CallOne, Inc.

Vendor	5-Year Total Price
ATI, Inc.	\$42,916
Call One	\$84,234
CDW-G	No Response

Based on the cost of the proposals and satisfactory level of service provided, staff is recommending renewing the maintenance agreement for a period of five years with ATI. The Wilmette Park District is in agreement on the terms of this multi-year support agreement and is also planning to approve their share of the contract.

Budget Impact

The \$42,916 amount recommended for approval is shared with the Wilmette Park District with the Village paying 58% of the total cost. The Village's share is \$24,890 and will be apportioned out across the next five years at \$4,978 per year. \$5,500 was allocated in the FY 2016 budget for telephone maintenance (11061410-428010). The remaining \$522 will be used for unexpected repairs and/or replacements not covered by the agreement.

Documents Attached



11061410-428010

1. Five-year cost proposal from ATI, Inc.

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Customer:
BY: _____
Title: _____
Date: _____

Advanced Telecommunications of Illinois, Inc.
BY: Mike Bergin
Date: 11-18-15