

RESOLUTION 2016-146

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INNOVATIONS GROUP FOR THE PROVISION OF A VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM FOR THE VILLAGE OF VERNON HILLS IN AN AMOUNT NOT TO EXCEED \$63,200

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village has issued a Request for Proposals for a Voice-Over-Internet Protocol Telephone System (*"VoIP Phone System"*) and

WHEREAS, the Village staff has reviewed the five proposals received and has determined that Telecom Innovations Group (*"TIG"*) is providing the best Proposal in terms of value, price, and quality of experience; and

WHEREAS, TIG is a professional services firm specializing in phone system installations and has provided a competitive proposal through this process in an amount not to exceed \$63,200; and

WHEREAS, all professional service engagements, which require the expenditure of over \$20,000, require the Village Board of Trustees (*"Village Board"*) approval; and

WHEREAS, the Village Board has determined that TIG is well suited to provide a VoIP Phone System for the Village; and

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: APPROVAL OF AGREEMENT AND PROPOSAL. The Agreement and Proposal by and between the Village and TIG shall be, and it is hereby, approved in substantially the form attached to this Resolution as Exhibit A, and as approved by the Village's Corporation Counsel.

SECTION TWO: APPROVAL OF PAYMENTS. The Finance Director is authorized to execute payments not to exceed \$63,200 or proportionally greater, dependent upon any additional equipment needs that arise during installation, which are defined in Exhibit A of this resolution.

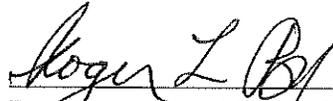
Dated this 15th day of November 2016

Adopted by roll call vote as follows:

AYES: 4 – Koch, Grieb, Marquardt, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Hebda, Williams

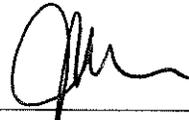


Roger L. Byrne, Village President

PASSED: 11/15/2016

APPROVED: 11/15/2016

ATTEST: 11/16/2016



John M. Kalmar, Village Clerk

EXHIBIT A: AGREEMENT & PROPOSAL

TELCOM INNOVATIONS GROUP

125 N. Prospect
Itasca, IL 60143
(630) 350-0700 FAX (630) 350-0711

Purchase Agreement
Data/VoIP Systems

Telcom Innovations Group (referred to as "Seller") and The Village of Vernon Hills
(referred to as "Buyer") hereby agree as follows:

1. Seller hereby agrees to sell and Buyer hereby agrees to purchase the following equipment ("Equipment") subject to the following terms and conditions:

A. EQUIPMENT

QUAN.	DESCRIPTION
	<p><i>Refer to Schedule A for Equipment Itemization</i> Includes a 1 Year Warranty</p>

Note: For all digital carrier circuits (T-1, PRI & BRI), TIG will guarantee that all of the required DATA/VOIP hardware and software will be installed, programmed and tested by the providers due date. TIG cannot guarantee any services provided from third parties or their performance in delivering those services. Any failure of third party providers may result in additional charges from TIG.

Please note that all terms and conditions apply to all new equipment and cabling furnished by Seller directly. Any and all pre-existing cabling, telephone(s), telephone connection equipment, paging equipment, data devices to be reused by Buyer or otherwise not furnished by Seller, is not warranted hereunder, or covered by TIG's Maintenance Agreement unless otherwise specified.

All cabling required to provide connectivity from Buyer's "Point of Presence," (also referred to as Net POP) provided by AT&T, Inc., is Buyer's responsibility to arrange for unless otherwise specified as part of the TIG itemization attached herein.

CUSTOMER PROVIDED SERVERS-All customer-provided servers will comply with manufacturer server specifications and minimally meet the specifications provided to you by your TIG Account Executive. All hardware, operating system and application software (SQL, Excel, Internet Explorer, etc.) required will be assembled, preloaded and tested prior to being shipped to TIG. Any labor required to bring any customer-provided equipment up to application specifications will be billed on an hourly basis at TIG's Professional Services labor rate.

The Pricing provided includes manufacturer incentives which require the return on certain components. These components must be returned to TIG within 2 weeks for the proposed pricing to be held. In the event the parts are not returned to TIG within 2 weeks, TIG will invoice the amount of the incentive back to the customer.

B. PURCHASE PRICE: \$ 63,171.84 (excludes sales taxes).

C. TERMS OF PAYMENT

Buyer shall pay to Seller the total Purchase Price indicated in item B above. Terms of payment shall be one-half (50%) payable as deposit upon execution of this Agreement; 40% upon Equipment delivery; 10% payable upon cutover. The Village will require a 30-day payment terms (aka, 30 days from an invoice) pursuant to the Illinois Prompt Payment Act (50 ILCS 505).

Seller acknowledges receipt of \$ 31,585.92 as deposit against the Purchase Price.

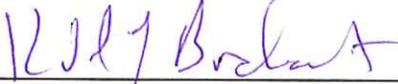
NOTE: Interest at the rate of one and one-half percent (1½%) per month will be charged on amounts not paid by Buyer when due.

IN WITNESS WHEREOF, the parties hereto have caused this, Agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

Date: 12/5/16

Date: 11/30/16

BUYER:
by: 

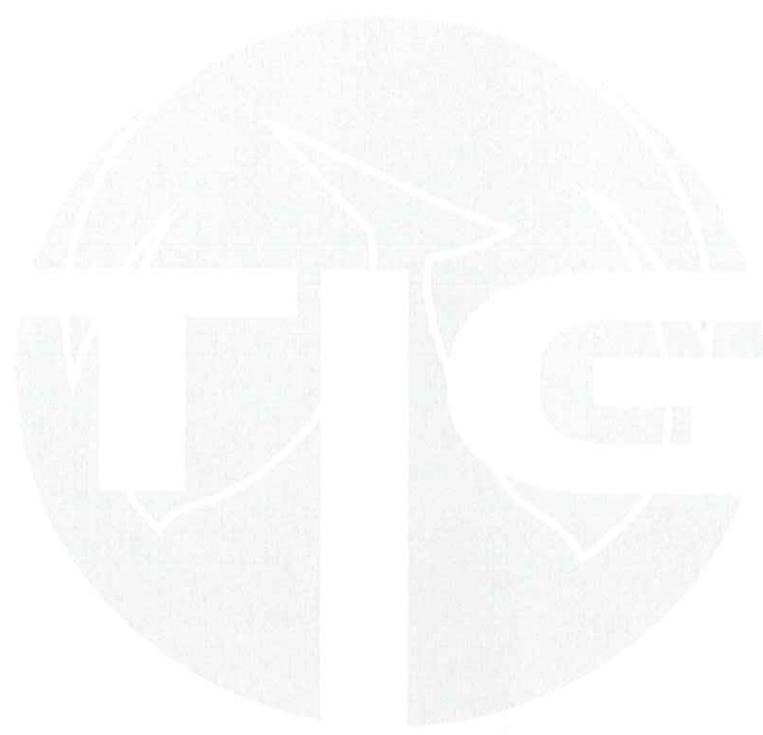
SELLER: Telcom Innovations Group
by: 

JOHN M. KALMAR

123456789

Title: VILLAGE MANAGER

Title: President



Terms and Conditions Continued—

2. Limited Warranty and Limitation of Remedy.

- a. Subject to all of the provisions of this Paragraph, Seller warrants for a period of one year (unless otherwise specified on the Equipment Description) from the Date of Installation of the Equipment for use by Buyer, that as of the Date of Installation the Equipment will be free from defects in material and workmanship. This warranty does not, however, extend to any item of Equipment which has been repaired, by anyone other than employees or authorized representatives of Seller, abused or improperly handled, stored, altered or used with third party material or equipment that is defected or of poor quality, or to any item of Equipment that has not been installed by Seller. The warranty stated above shall be in lieu of and excludes all other expressed or implied warranties including, but not limited to warranties of merchantability or fitness for a particular purpose or any warranty arising from course of dealing or usage of trade.
- b. If Buyer notifies Seller of any defects covered by this warranty within the above stated one year warranty, Seller shall, at Seller's option, repair or replace the Equipment at its expense. Such repair or replacement shall be Buyer's exclusive remedy for breach of warranty, for negligence, or otherwise in connection with the transaction contemplated by this Agreement.
- c. Seller shall not be liable for any special damages directly or indirectly arising under this agreement, arising from the use of the equipment sold hereunder, from buyers in ability to use the equipment either separately or in combination with any other equipment or from any other cause.
- d. Seller disclaims any express or implied warranty that its equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to a long distance network). Customer is hereby warned that fraudulent use of the system, including but not limited to DISA, Auto Attendant, Voice Mail, RMATS, 800, 888 and 900 service, is possible. Customer hereby assumes all risk of such fraudulent or unauthorized use or intrusion.
- e. In the event of any manufacturer defects in the covered equipment, Telcom Innovations Group will provide the same remedies to the end user as the manufacturer provides to Telcom Innovations Group.

3. Seller's Installation Obligations.

Seller's services shall be limited to the installation of the Equipment on the Buyer's side of the equipment connecting the Equipment to the telephone system operated by the local telephone utility.

4. Buyer's Installation Obligations.

Seller agrees to deliver and install Equipment at Buyer's business premises ("Premises"). Buyer agrees to make the Premises available and ready for installation of Equipment and at its own expense including the furnishing of commercial power, the necessary environment and the access necessary to install and maintain the Equipment.

5. Seller's Security Interest.

Until such time as Buyer has paid Seller the Purchase Price in full, Buyer hereby grants and Seller hereby retains a purchase money security interest in the Equipment. Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's security interest in the Equipment or otherwise protect its rights in and to the Equipment. Seller agrees to furnish Buyer all documents necessary to release such security interest upon payment by Buyer of the Purchase Price in full.

6. Damages Upon Default.

- a. Failure of the Buyer to perform any of its obligations under this Agreement, or the insolvency of Buyer, or the breach by Buyer of any warranty or representation hereunder of Buyer shall constitute a default by Buyer.
- b. Should default by Buyer occur before delivery of the Equipment to Buyer's Premises, Buyer acknowledges that Seller in connection with the performance of this Agreement will have incurred costs and expenses to Seller's damage. Therefore, Buyer agrees that Seller may retain Buyer's deposit against the Purchase Price as liquidated damages upon default occurring before delivery of the Equipment.
- c. Should default occur after delivery of the equipment:
 - (i) Seller shall have the right to after coordination with the Village, take possession of the Equipment.
 - (ii) In the event of a breach by either party, the other party may seek damages and or its remedies under any applicable warranty or law.
- d. The above remedies shall be cumulative and shall not preclude the exercise of any of Seller's or Buyer's rights available to it under law. Failure to enforce a breach shall not preclude later enforcement.

7. Attorney's Fees (Removed)

8. Amendment and Construction.

Any changes in the terms of this Agreement or to any of the Schedules attached hereto and made a part hereof, or any waiver or termination hereunder, shall be effective only if in writing, signed by an authorized representative of Buyer and authorized representative of Seller. The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement which is or are declared to be invalid, unenforceable, null and void, or unconstitutional shall not affect the validity of the remaining provisions thereof.

9. Risk of Loss.

Buyer's risk of loss for any damage to or destruction of the Equipment commences upon delivery to Buyer's Premises, and shall be borne by Buyer except for damage due to the willful misconduct of Seller.

10. ENTIRE AGREEMENT.

Buyer has carefully read all provisions of this agreement. This agreement constitutes the complete and exclusive statement of the terms and conditions. There are no representations, warranties or stipulations; written or oral, not herein contained.

Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract.

11. Force Majeure.

The timeliness of performance by the parties of their obligations under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of Buyer, inability of Seller's subcontractors to perform, or any other cause beyond the reasonable control of Seller, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Seller). 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.

12. Assignment.

Neither party may assign or subcontract any part or all of its interests hereunder except upon written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without the other party's prior written consent shall be null and void.

13. NJPA

When applicable, National Joint Power Alliance & Telcom Innovations Group Contract #040314-MBS

