

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Dara Mosely
DRAFTED BY

Finance Committee
SUBMITTED BY

November 29, 2018
DATE DRAFTED

AUTHORIZING UPGRADE OF MITEL VOICE MAIL SYSTEM

1 **WHEREAS**, the existing voice mail system utilized by Rock County is nearing end-of-life; and,
 2
 3 **WHEREAS**, the County's reseller, Enterprise Service Group (ESG), has negotiated a substantial discount
 4 with the software manufacturer on the County's behalf; and,
 5
 6 **WHEREAS**, this upgrade will be purchased from the County's authorized Mitel telephone system
 7 provider, who will perform the upgrade; and,
 8
 9 **WHEREAS**, this upgrade is available from ESG on State Contract # C 4616 – Mitel PBX Telephone
 10 Systems, Repair and Support Services; and,
 11
 12 **WHEREAS**, funds for the purchase of new phones were included as part of the 2019 Rock County budget.
 13
 14 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
 15 this 13th day of December, 2018 authorize a Purchase Order be issued to Enterprise Service Group
 16 in an amount not to exceed \$34,940 for the purchase of a voice mail software upgrade.

18-12A-142

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

Absent
Mary Beaver, Vice Chair

Brent Fox
Brent Fox

Russell Podzilni
Russell Podzilni

Bob Yeomans
Bob Yeomans

FISCAL NOTE:

Funds have been included in the 2019 budget for the cost of this upgrade.

Sherry Oja
Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorizing to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder. Enterprise Service Group is the sole source provider of the software.

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
Josh Smith
County Administrator

Richard Greenlee
Richard Greenlee
Corporation Counsel

Executive Summary

The voice mail system used by Rock County is nearing end-of-life. The existing system supplies over 1000 voice mail boxes for county staff.

Rock County's value added reseller, Enterprise System Group (ESG) has negotiated a discounted rate for the upgrade.

This upgrade is available from ESG on State Contract # C 4616 – Mitel PBX Telephone Systems, Repair and Support Services; and,

This resolution authorizes the County to issue a Purchase Order to Enterprise System Group for a total not to exceed \$34,490 for the upgrade of the County voice mail system.



Date: 11/19/2018
 Account Rep: Terry DeBauche
 Prepared By: Mike DeBaal
 TP SO #:
 TP Spprt Hrs #:

Quotation and Sales Agreement

CUSTOMER: Rock County
 Address: 3535 N Cty Hwy F
 City/State/Zip: Janesville, WI 53545
 County: Rock
 Contact: Tracy Moseley
 Telephone #: 608-757-5044
 E-Mail: tracy@co.rock.wi.us

SHIP TO: Same
 Address:
 City/State/Zip:
 County:
 Ship Attention To:
 Telephone #:
 Acct Type: Existing Ship Via: ESG
 Install: Project

Qty	Part #	Description	Unit Price	Extnd'd Price
1		Mitel MiCollab Server w/NuPoint Conversion Program from Mitel	\$34,940.00	\$34,940.00
		*See Schedule A for Details		
		**Quote based on Customers Data Network being in compliance for a VOIP implementation including POE Switches and QoS throughout Voice VLAN/WAN. Station cabling clearly marked and tested. Customer to provide necessary rack space, power and carrier connections. ESG recommends UPS on service affecting controllers and servers.		

Subtotal: \$34,940.00

Estimated Lease Opti: N/A

60 Month	
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Estimated rates are based on 0 payments in advance. This is a One Dollar Buy Out Purchase Option. Tax is not included in lease payment. Rates are in effect for 30 days from the date of quote and are subject to credit approval.

PAYMENT METHOD
 P.O. P.O.#:
 Check Check #:
 Lease

Shipping & Handling:
 Sales Tax:
TOTAL PURCHASE:

Payment Schedule Phase Billing
 (Does not include any applicable taxes or shipping charges.)

\$8,735.00	25% Upon Contract Signing
\$17,470.00	50% Upon Staging/Delivery
\$6,988.00	20% Upon Cutover
\$1,747.00	5% Upon Acceptance

Quotation is valid for 30 days.

PROPRIETARY AND CONFIDENTIAL - Do not distribute without the written consent of Enterprise Systems Group.

Any additions or deletions to the agreement must be approved in writing by the Purchaser and Seller. The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to proceed with work as specified. This agreement is subject to ESG's terms and conditions attached and to the acceptance of any order or any change by an authorized officer of ESG.

<hr/> Authorized Signature	<hr/> Date
<hr/> Enterprise Systems Group	<hr/> Date

ENTERPRISE SYSTEMS GROUP, a Division of
 WISCONSIN WIRELESS COMMUNICATIONS CORPORATION
 ADDITIONAL TERMS AND CONDITIONS OF QUOTATION AND SALE AGREEMENT

(Rev. 11/8/2016)

1. **DEFINITIONS.** "Product(s)" as used herein means goods sold pursuant to this Agreement, including material, systems, supplies, software, equipment, and installation thereof (installation, only if provided for in this Agreement). "Seller" as used herein means Enterprise Systems Group (ESG), a division of Wisconsin Wireless Communications Corporation (WWCC). "Purchaser" means the buyer of the Product as indicated in the Quotation and Sales Agreement. "Agreement," as used herein, means the entire contents of this Quotation and Sales Agreement, these Terms and Conditions (which are a part of the Quotation and Sales Agreement), and any Exhibits or Schedules attached hereto if referenced in the Agreement.
2. **AGREEMENTS OF SALE.** Any of the terms and provisions of Purchaser's request for proposal, purchase order, or other similar document sent or delivered by Purchaser to Seller which are different from, in addition to, or inconsistent with conditions hereof shall not be binding on the Seller and shall not be considered applicable to the sale, shipment, or installation of Product referred to herein. Seller makes sales of its Products only under these terms and conditions unless otherwise agreed to in writing by a duly authorized representative of the Seller.
3. **PRICES.** All prices are in United States dollars and are subject to change with or without notice prior to Seller's acceptance of Agreement.
4. **PAYMENT, CREDIT, AND INTEREST.** Payment terms are as represented in the Agreement. Purchaser agrees to pay interest charges of 1.5% per month (18% annual rate) on past due invoices and pay all costs of collection for past due invoices. If Purchaser is in default, Seller may elect to make partial shipments and bill Purchaser upon delivery of each shipment. Shipments and deliveries by Seller on credit shall at all times be subject to credit approval by Seller.
5. **SUPPORT HOURS.** Any Block of Support Hours (Hours) purchased commence on the date of the Agreement and terminate two (2) years from the Agreement date unless modified in writing by Purchaser and Seller. Any remaining Hours following termination will be forfeited.
6. **DELIVERY AND TITLE.** Shipments are made FOB Shipping Point. Title passes to Purchaser and Purchaser assumes risk of loss upon delivery by Seller to the carrier at the FOB Shipping Point with the carrier acting as Purchaser's agent. Absent specific instructions from Purchaser in selecting a carrier, Seller will exercise its own best discretion.
7. **SUSPENSION OF OBLIGATIONS OF SELLER:** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that Seller is hindered or prevented from complying therewith because of labor disturbances, including strikes, lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, and/or other similar causes beyond Seller's control.
8. **LICENSES AND PERMITS.** The timely securing of any local licenses or building permits required in connection with any purchase or Product installation hereunder shall be the sole responsibility of Purchaser and Purchaser shall bear the full cost thereof.
9. **ACCEPTANCE.** All purchase orders from Purchaser under this Agreement must be approved by an authorized officer of Seller in Little Chute, Wisconsin before acceptance.
10. **PURCHASER RESPONSIBILITIES.** If requested by Seller, Purchaser is responsible for providing: (i) accurate drawings showing size and construction materials of any areas where Products or related components are to be installed, (ii) all connections to and programming of other network equipment that interfaces with the Products, and (iii) a remote connection to enable remote diagnostics by Seller. Purchaser is also responsible for compliance with Seller's environmental requirements. If Seller is to perform installation, Purchaser shall provide appropriate environmental conditions, all cabling except as noted in the Agreement, necessary commercial power facilities for the Product, access to the premises, a secure equipment storage area, suitable conditions for the Seller's workers, and, if required, conduit and/or special fire retardant cabling. Failure of Purchaser to timely meet Purchaser's obligations under this Section shall be cause for adjustment to the schedule, contract prices, and other applicable terms of this Agreement.
11. **TAXES.** All prices set forth in this Agreement are exclusive of any sales, use, excise, property or any other taxes imposed by any governmental entity and applicable to sale, use, or delivery of the Products, including import duties and withholding taxes, now or hereafter enacted, all of which will be paid by Purchaser separately or added by Seller to the invoice where Seller is required by law to collect the same, unless Purchaser provides Seller with a proper tax exemption certifications.
12. **CONTROLLING LAW.** This Agreement shall be governed by the laws of the State of Wisconsin. Any disagreement under this Agreement shall be resolved in a court of competent jurisdiction located in Wisconsin.
13. **ASSIGNMENT.** Purchaser may not assign this Agreement or any interest or right herein, other than to a parent or subsidiary, without the prior written consent of Seller.
14. **SUBSEQUENT PURCHASES.** All subsequent purchases of Product by Purchaser shall be subject to the same terms and conditions contained in this Agreement unless specifically agreed to in writing by both Purchaser and Seller.
15. **LIABILITY INSURANCE:** Seller agrees to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance to cover all its personnel engaged in the performance of the Products herein described. Seller further agrees to require its subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance.
16. **EXPRESS WARRANTIES:** All third-party manufacturers' warranties shall pass through Purchaser. In addition, Seller warrants that Seller's installation of Products shall be free from defects and installed in accordance with industry-standard practices; said warranty shall apply for a period of one year from the date of installation. **SELLER DISCLAIMS ALL OTHER WARRANTIES.**
17. **DISCLAIMER OF IMPLIED WARRANTIES: THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE DISCLAIMED.**
18. **PURCHASER'S NEGLIGENCE:** Seller shall not be liable for Purchaser's damages arising from Purchaser's negligence.
19. **LIMITATION OF LIABILITY:** As used herein, "damages" shall include claims and causes of action, whether known or unknown, liquidated or unliquidated. In no event shall either party be liable to the other party or any third party for any incidental, indirect, special or consequential damages, including but not limited to, loss of profits, loss of use, interference with other systems, business interruption, lost or damaged files or data, loss of goodwill, personal injury, or health related issues, regardless of whether such alleged liability arises in contract or tort. Both parties acknowledge that this limitation of liability provision is material to this Agreement, and that each party would not have entered into this agreement without the inclusion and enforceability of this section. Except as may otherwise be provided in this Agreement, Seller's liability, if any, for direct damages shall be limited to the actual price paid by Purchaser for Products.
20. **HACKING AND TOLL FRAUD DISCLAIMER/WARNING: SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT THE EQUIPMENT PROVIDED IS TECHNICALLY IMMUNE FROM OR PREVENTS FRAUDULENT INTRUSIONS INTO AND/OR UNAUTHORIZED USE OF THE PRODUCT (INCLUDING THE INTERCONNECTION TO LONG DISTANCE NETWORK). PURCHASER IS HEREBY WARNED THAT FRAUDULENT USE OF THE PRODUCT IS POSSIBLE AND PURCHASER ASSUMES THE RISK OF SUCH.**
21. **INVASION OF PRIVACY DISCLAIMER/WARNING: SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCT IS TECHNICALLY IMMUNE FROM OR PREVENTS UNLAWFUL AND/OR UNAUTHORIZED UTILIZATION THAT MAY RESULT IN INVASION OF ONE'S RIGHT TO PRIVACY. SELLER WARNS PURCHASER THAT SUCH RISK IS POSSIBLE AND PURCHASER ASSUMES THE RISK OF SUCH.**
22. **COMMON CARRIER CHARGES:** In no event shall Seller be liable for common carrier charges resulting from installation of equipment, and further, shall not be liable for charges incurred from unlawful, unauthorized or unintentional access to and from the public network.
23. **REPRESENTATION OF PURCHASER:** The individual signing or accepting this Agreement represents, covenants and warrants to Seller that he/she has the authority or other power to make and perform this Agreement and that the making and performance of this Agreement by Purchaser has been duly authorized by all necessary corporate or other action of Purchaser and will not violate any provision of law or Purchaser's Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Purchaser is a party.
24. **NON-SOLICITATION.** During the term of this Agreement and for twelve months after any termination of this Agreement, Purchaser will not, without the prior written consent of Seller, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the Seller.
25. **ENTIRE AGREEMENT:** This Agreement including the attached Schedules: (i) supersedes all proposals and negotiations and constitutes the entire Agreement between Seller and Purchaser; no representation or statement not expressed herein shall be binding upon Seller; (ii) may be changed only by an instrument in writing signed by both parties; (iii) is binding upon the successors and assigns of both parties. This instrument contains the entire Agreement between Seller and Purchaser.
26. **ANTICIPATED CUTOVER DATE/SUBCONTRACTING RIGHTS.** Seller will use Seller's best efforts to complete the installation and cutover of the Product in accordance with a timetable established and agreed upon by both Seller and Purchaser. The term "cutover" shall be defined as the point of first beneficial use of the Product as evidenced by substantial utilization of the Product.
27. **GRANT OF SECURITY INTEREST/LANDLORD SUBORDINATION.** Purchaser grants Seller a security interest in the Product purchased hereunder and authorizes Seller, as Purchaser's attorney-in-fact, to file a U.C.C. financing statement without Purchaser's signature in order to perfect Seller's security interest in the Product until paid in full. In addition to Seller's rights as a secured party, Seller is also entitled to disconnect the Product or render it unusable in the event of payment default.
28. **DEFAULT.** In the event Purchaser shall fail to pay any sum hereunder when due, Seller may, at its option cease installing the Product until paid in full and/or enter Purchaser's premises without liability for trespass or damage, with or without notice and take possession of and remove the Product and the Seller, at its option, may either (i) terminate this Agreement, retaining all sums theretofore paid hereunder as liquidated damages, or (ii) dispose of the Product for Purchaser's account for the best price obtainable at public or private sale, and apply the proceeds first to Seller's expenses for repossession, including any cancellation charges Seller may incur, with the balance applied to the purchase price set forth in this Agreement. Purchaser shall remain liable for any deficiency.
29. **TITLE.** Unencumbered title to the Product shall pass to Purchaser upon full payment of all installments plus any additions and minus any deletions made to this Agreement during the installation process.
30. **SUBSEQUENT WORK.** Unless a new Agreement is entered into between the Parties in writing, all subsequent work performed by Seller, including but not limited to Product programming and changes; work done under a service request; and warranty service or maintenance shall be accomplished subject to the terms and conditions of this Agreement.

Schedule A

MiCollab				
Description	Qty	Price	Ext. Cust.	
Licences System				
MiCollab Virtual Appliance	1	995.00	995.00	
Licences				
NPUM Record A Call	1	0.00	0.00	
UCCv4 Basic to Entry for Enterprise	1,000	55.00	55,000.00	
Software Assurance				
SWA Std	1	100.00	100.00	
Professional Services				
Labor Services: Deployment of MiCollab Server along with programming of Mailboxes from Current NuPoint Platform. Cutover designated time with customer coordination	1	29,700.00	29,700.00	
End User Training Quick Reference Guides	1		Included	
1 Year Warranty on Mitel Parts and Labor	1		Included	
Remote MiCollab Overview Admin Training	1	750.00	750.00	
HP Server for MiCollab Application	1	3,395.00	3,395.00	
	Sub-Total		\$89,940.00	
	Mitel NuPoint to MiCollab Conversion Program Discount		<u>-55,000.00</u>	
	Total		<u>\$34,940.00</u>	