

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Diana Arneson, Asst. to IT Dir.  
INITIATED BY



Diana Arneson, Asst. to IT Dir.  
DRAFTED BY

Finance Committee  
SUBMITTED BY

April 13, 2016  
DATE DRAFTED

**Authorizing Purchase of IP Phones from 2016 Budget**

1 **WHEREAS**, the Human Services, Public Health, Public Works, Planning, Mediation and Family  
2 Court Services, and Sheriff departments (hereafter County Departments) have plans to replace old  
3 telephone sets within their departments with new IP phone sets; and,  
4

5 **WHEREAS**, the new IP phones will allow for County Departments' staff to take advantage of Voice-  
6 Over-IP technology; and,  
7

8 **WHEREAS**, the County Departments' 2016 budgets include funding for the purchase of replacement  
9 phone sets; and,  
10

11 **WHEREAS**, the Information Technology Department staff did specify the IP phone models that meet  
12 the needs of the County Departments' staff members; and,  
13

14 **WHEREAS**, the specified IP phones will be purchased using the pricing and terms of the State of  
15 Wisconsin contract #DC4616.  
16

17 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
18 this 23<sup>rd</sup> day of April, 2016 that a Purchase Order for 165 Mitel IP phone devices with  
19 associated licensing and audio codes be issued to Enterprise Systems Group of Little Chute, WI in the  
20 amount of \$41,770.10.

Respectfully submitted,

**FINANCE COMMITTEE**

Mary Mawhinney  
Mary Mawhinney, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Mary Beaver  
Mary Beaver

absent  
Brent Fox

J. Russell Podzilni  
J. Russell Podzilni

16-4C-011

**Authorizing Purchase of IP Phones from 2016 Budget**

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FISCAL NOTE:

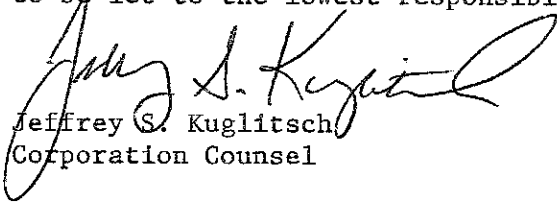
Sufficient funds are available in the 2016 budget for the purchase of these phones and licensing.



Sherry Oja  
Finance Director

LEGAL NOTE:

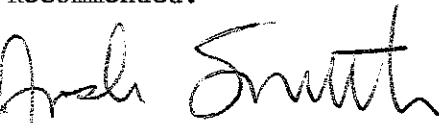
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## Executive Summary for the Purchase of IP Phones from the 2016 Budget

The Human Services, Public Health, Public Works, Planning, Mediation and Family Court Services, and Sheriff departments have developed a plan to replace aging telephones within those departments with new IP Phones. This will allow all of these departments to take advantage of the County's Voice-Over-IP telephone system and that system's enhanced technology. The purchase includes:

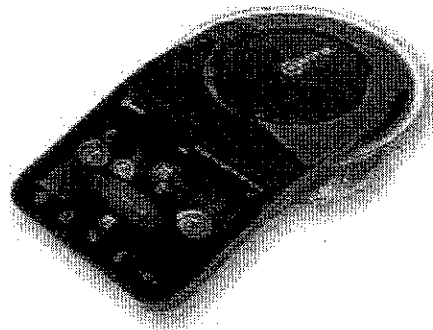
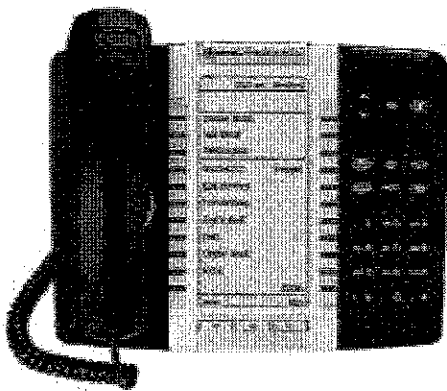
- 22 Mitel 5340e IP Phones (\$371.25 ea.) \$ 8,167.50;
  - 10 Human Services
  - 2 Planning
  - 2 Public Health
  - 4 Public Works
  - 4 Sheriff
- 74 Mitel 5330e IP Phones (\$296.25 ea.) \$21,922.50;
  - 30 Human Services
  - 2 Mediation and Family Court Services
  - 12 Public Health
  - 22 Public Works
  - 8 Sheriff
- 62 Mitel 5320e IP Phones (\$243.75 ea.) \$15,112.50;
  - 4 Planning
  - 34 Public Health
  - 24 Sheriff
- 3 Mitel UC 360 MiV Conference Phone (\$746.25 ea) \$ 2,238.75;
  - 3 Public Health
- 4 MultiLine Audio Codes (\$210.65 ea) \$ 842.60;
  - 3 Public Health
  - 1 Planning
- 165 Mitel Voice Enterprise Business Licenses (\$175.00 ea.) \$28,875.00;
- 165 Standard Software Assurance  
MiVoice Business User modules (\$10.00 ea.) \$ 1,650.00;
- Shipping & Handling (included)
- Less One Time Buy – ESG and Mitel Discount (\$37,038.75)
- PO total \$41,770.10

## Executive Summary for the Purchase of IP Phones from the 2016 Budget

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These IP phones will be installed in the Human Services offices in the Health Care Center, the Public Health North and South offices, the Public Works building on Hwy. 14, the Rock County Jail on Hwy. 14, the Emergency Management Operations Center on ground floor in the Health Care Center, and the Planning and Family Courts offices at the Janesville Courthouse.

The total cost of the IP phone equipment and licensing is \$41,770.10, and it will be purchased from Enterprise Systems Group using the pricing terms of the State of Wisconsin contract #DC4616. By working with ESG and Mitel, Rock County will be given a "One Time Buy" discount which allows for the 5340e, 5330e and 5320e model phones bundled with corresponding licenses to be purchased in a buy one get one free pricing structure. The only items not included in the promotion are UC360 devices, MultiLine Audio Codes, and the MiVoice Business User modules.





Date: 4/12/2016  
 Account Rep: Terry DeBauche  
 Prepared By: Jeff Weber  
 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: Rock County**  
 Address: 3535 N Cty Hwy F  
 City/State/Zip: Janesville, WI 53545  
 County: Rock  
 Ship Attention To: Tracy Moseley  
 Telephone #: 608-757-5044  
 Acct Type: Existing Ship Via: Courier  
 Install: MAC

Qty	Part #	Description	Unit Price	Extnd'd Price
1		Mitel IP Phone, SIP ATA and Licenses Purchase - includes the following		\$78,808.85
		62- 5320e IP Phone (Backlit)		
		74 - 5330E IP PHONE		
		22 - 5340E IP PHONE		
		3 - MiV ConferencePhone(UC360 CollabPt InRm)		
		4 - AudioCodes Unit MP112 2 FXS		
		165 - MiVoice Bus License - Enterprise User w/SWA		
		Pricing includes shipping, license administration and support		
		Load License into ArID 49465987 (Enterprise Licensing Group)		
1		One Time Buy - ESG and Mitel Discount		-\$37,038.75
		* Please reference Mitel's Prime NJPA Contract number: 040314-MBS on PO to ESG		

Subtotal: \$41,770.10

Lease Option N/A

60 Month

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: Included

Sales Tax: \_\_\_\_\_

**TOTAL PURCHASE:** \_\_\_\_\_

**Payment Schedule Net 10 Days**

(Does not include any applicable taxes or shipping charges.)

\$41,770.10

Quotation is valid for 30 days.

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

All equipment is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any additions or deletions to the system must be approved in writing by the Customer and ESG. Fulfillment of the agreement by ESG shall be suspended due to acts beyond ESG control including acts of God, government action, strike, lockouts and other similar causes. The above prices, specifications and conditions are satisfactory and are hereby accepted. ESG is authorized to proceed with work as specified. Customer assumes risk of loss upon delivery of equipment to the premises and will contract directly with carrier for network service availability. This agreement is subject to ESG's terms and conditions dated 11/25/2015 and to the acceptance of any order or any change by an authorized officer of ESG.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Enterprise Systems Group \_\_\_\_\_

Date \_\_\_\_\_

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

1. **DEFINITIONS.** "Product(s)" as used herein means material, systems, supplies, software, equipment, goods and other articles. "Damages" as used herein means claims, liabilities, damages, losses and expenses. "Seller" as used herein means Enterprise Systems Group (ESG), a division of Wisconsin Wireless Communications, Corporation (WWCC). "Purchaser" means the buyer of the Product. "Agreement" as used herein means the entire contents of this Quotation and Sales Agreement together with any Exhibits or Schedules attached hereto and agreed to in writing by both Purchaser and Seller.
2. **AGREEMENTS OF SALE.** Any of the terms and provisions of Purchaser's order 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 or shipment 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 without notice prior to Seller's acceptance of Agreement.
4. **PAYMENT AND CREDIT.** Payment terms are as represented on the Agreement. Purchaser agrees to pay interest charges of 1 and 1/4% per month (18% annual rate) on past due invoices. Seller may elect to make partial shipments and bill Purchaser upon delivery of each shipment. Shipments and deliveries by Seller 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 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. **EQUIPMENT TO BE INSTALLED:** All work completed by Seller will be done in a professional manner according to standard industry practices.
9. **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.
10. **ACCEPTANCE.** All purchase orders from Purchaser under this Agreement must be approved by an officer of Seller in Little Chute, Wisconsin before acceptance.
11. **PURCHASER RESPONSIBILITIES.** If required, Purchaser is responsible for providing accurate drawings showing size and construction materials of all areas to be covered, all connections to and programming of other network equipment that interfaces with the Products and provide a remote connection to enable warranty and 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.
12. **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 certification.
13. **EXCUSABLE DELAYS.** Neither party shall be liable for any delay or failure of performance hereunder due solely to conditions beyond its reasonable control including, but not limited to: acts of God; fires; floods; wars; riots or sabotage; accidents; strikes; freight embargoes or transportation delays; shortage of labor; inability to secure transportation, material, equipment, or containers on account of shortages; and any existing or future laws or acts of the Federal or of any State Government (including specifically, but not exclusively any orders, rules, or regulations relating to priorities, requisitions, allocations and price adjustment restrictions) affecting the conduct of Purchaser's or Seller's business.
14. **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 in Wisconsin.
15. **ASSIGNMENT.** Except as part of a merger or sale of substantially all of its assets, 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.
16. **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.
17. **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.
18. **RISK OF LOSS.** Seller, and Seller's insurer(s), if any, relieve Purchaser of responsibility of all risks of direct physical loss or damage to each item of Product from the time the Product comes into the possession of Seller, including while it is in transit to the Seller, until the Product is shipped FOB Shipping Point to Purchaser. Nothing in this paragraph shall relieve Purchaser of responsibility for loss or damage by Purchaser's negligence in whole or in part.
19. **LIMITATION OF LIABILITY:** 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, or loss due to personal injury or health related issues, whether based in contract, tort, strict liability, or otherwise, even if the party has been advised of the possibility thereof. 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, the liability of Seller, if any, for direct damages relating to any allegedly defective Product or breach of this Agreement by Seller shall be limited to the actual price paid by Purchaser for Products.  
**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.  
**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.
20. **GENERAL:** 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. Seller further consents that Seller has the capability for satisfactory maintenance services, but it makes no claim that it can maintain this or any other Product in such manner so as to prevent fraudulent intrusions. Seller therefore **MAKES NO EXPRESS OR IMPLIED WARRANTY AGAINST FRAUDULENT USES OF THE PRODUCT with same being hereby expressly disclaimed.**
21. **REPRESENTATION OF PURCHASER:** Purchaser represents, covenants and warrants to Seller that Purchaser has the corporate 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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **SUBSEQUENT WORK.** 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.

(Effective 11/25/2015)

Milwaukee, WI  
Ph: 414-455-2094

Corp: 2305 Kelbe Drive, Little Chute, WI 54140  
Ph: 920-687-4300 Fax: 920-687-2119

Madison, WI  
Ph: 608-535-5595