

EMERGENCY RESOLUTION NO. 29-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RENTAL AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND PRO ONCALL TECHNOLOGIES FOR NEW TELEPHONE, CALL ACCOUNTING, AND RECORDING SYSTEMS, AND DECLARING AN EMERGENCY.

WHEREAS, the current telephone system is outdated and unreliable.

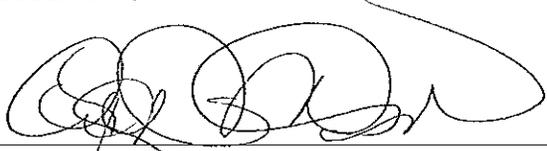
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a rental agreement by and between the City of Monroe and Pro OnCall Technologies for new telephone, call accounting, and recording systems pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the installation of the new equipment at the earliest possible date to avoid any further problems and inconvenience to the residents and staff. Therefore, this measure shall take effect and be in full force from and after its passage.

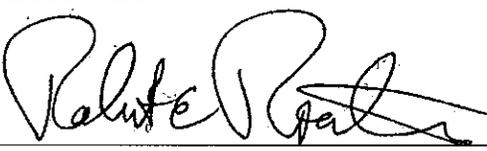
PASSED: June 18, 2016

ATTEST:



Clerk of Council

APPROVED:



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Proposal and Statement of Work

Prepared for:



City of Monroe, Ohio

Healthy, Successful & Growing

Prepared by:

Janet Leist

Email: Janet.leist@prooncall.com

Direct : 513-699-3933

Fax : 513-699-3928

Date:

05/20/2016

Proposed Solutions:

Configured With:

- 1 IPedge EC Rack Mount Dell R220 Server with RAID-1
- 1 R420 static rail
- 1 IPedge EC Base System License Bundle
includes 24 IPedge users, 12 Trunk licenses, 1 Media Server Resource Base Licenses, 24 IPedge messaging Advance user License, 6 IPedge Messaging Channels, 1 EC Platform, 1 EC Messaging License, 24 Standard Call Manger & 1 Audio Conference License (4 channels)
- 14 IPedge EC Trunk Licenses
- 56 IPedge EC Messaging Licenses
- 18 IPedge Messaging Channels
- 36 IPedge User or endpoint licenses
- 32 Standard Call Manger
- 1 TA 924 - 1-T1, 24-FXS,1-DSX-1,10/100 and IP router
- 3 FXO/FXS 2 port Gateway
- 1 Direct Cluster Networking License
- 1 Valcom Paging Adapter
- 1 ADTRAN CSU 120

Installed & Programmed for:

- 23 PRI /T1 Channels for voice with Caller ID
- * Auto Attendant Options with custom greetings
- 24 IPedge Messaging Channels Pathway Ports & 4000 Storage Hours
- 91 IPedge User or Endpoint License
- 80 IPedge Messaging Advanced Per User License with Unified messaging
- 10 "Advanced" Call Manager/ UCedge (includes chat)
- 56 "Standard" Call Manager
- 1 60-Button Direct Station Selector Console
- 2 20-Button Direct Station Selector Console
- 20 20-button IP Speakerphone 9-line Backlit LCD GigE
- 44 10-button IP Speakerphone 4-line Non-Backlit LCD 100Mbps
- 2 10-button IP Speakerphone 4-line Non-Backlit LCD GigE
- * IPMobility on Smart phone
- * Out Dial Notification cell phone
- * On Demand Conversation Records & Call Screening
- * Reuse existing cables & jack for telephones

Warranty:

- 5 Year Software Support & Upgrade service
- 5 Year Hardware Warranty on telephones

Requirements for IP Network:

Based on the assumptions of the following:

- IP system equipment will be installed in client supplied rack
- Assumes CAT5e cabling is in place for telephones or shared with data port
- Power of Ethernet POE & QOS L2 or L3 switch is in place for telephones

_____ initial of City of Monroe

Redundant System (Route 4 Firehouse):

Configured With:

- 1 IPedge EC Rack Mount Dell R220 Server
- 1 R420 static rail
- 1 IPedge EC Base System License Bundle
includes 24 IPedge users, 12 Trunk licenses, 1 Media Server Resource Base Licenses, 24
IPedge messaging Advance user License, 6 IPedge Messaging Channels, 1 EC Platform, 1 EC
Messaging License, 24 Standard Call Manger & 1 Audio Conference License (4 channels)
- 18 IPedge Messaging Channels
- 1 MP 118/80/SIP Gateway
- 1 Direct Cluster Networking License

Installed & Programmed for:

- 6 Analog Lines
- 24 IPedge Messaging Channels Pathway Ports & 4000 Storage Hours
- 23 Survivable IP Phone Ports
- 24 IPedge Users
- 24 "Standard" Call Manager

Warranty:

- 5 Year Software Support & Upgrade service
- 5 Year Hardware Warranty on telephones

Requirements for IP Network:

Based on the assumptions of the following:

- IP system equipment will be installed in client supplied rack
- Assumes CAT5e cabling is in place for telephones or shared with data port
- Power of Ethernet POE & QOS L2 or L3 switch is in place for telephones

_____ initial of City of Monroe

Call Accounting & Call Recording:

This turnkey proposal includes a discounted upgrade to Tapit NOVA multiuser call accounting from the previous Tapit EX single user version. The city will receive call accounting for the entire single phone system this integrates to, regardless of the quantity of telephone extensions having call recording for the #1100 phones in the Dispatch & Police.

Tapit NOVA Call Accounting....

- ✓ is 100% web (network)-based;
- ✓ runs as a service;
- ✓ MS SQL database for storage of up to 5,000,000 call records;
- ✓ scheduled report delivery, call record archiving and database backup;
- ✓ toll/fraud/911 call and NO SMDR and DATABASE FULL email alerts;

Replay Call Recording...

- ✓ comes with over 70,000 hours of recording storage;
- ✓ comes with Tapit NOVA Call Accounting for the fastest search for your recordings;
- ✓ is a turnkey, all-in-one solution;
- ✓ provides passive recording and no interruption of your call traffic;

Configured, Installed & Programmed for:

- 1 Replay RTP Call Recording for 20 IP Telephones
- 1 TAPIT NOVA ezBox Enhanced Call Accounting (Upgrade to current)

Warranty:

- 5 Year Software Support & Hardware, unlimited remote technical support
all software updates; and one hour web-based training

_____ initial of City of Monroe

INVESTMENT:

CASH PURCHASE PRICE / GSA Rate:

IPedge Main System:		\$ 36,519.66
IPedge Redundant System:		\$ 10,251.60
	TOTAL:	\$ 46,771.26
Call Accounting & Recording:		\$ 15,361.20
	TOTAL:	\$ 62,132.46

Financing Options:

CASH PURCHASE PRICE:

The price for the Equipment is \$ **62,132.46** ("Purchase Price"), excluding taxes. The Purchase Price may be adjusted to reflect any new configuration of the Equipment. City of Monroe shall pay under the following:

_____ 50% \$ **31,066.23** due at contract acceptance, 50% due net 10 days from Installation Date.

LEASE OPTIONS:

The following information describes the approximate monthly payments for the program based upon the term in months and the security deposit provided below. Any variance in the amount financed will change the monthly payments. Quotes are subject to credit approval, documentation, and verification. **NO money down and have a \$1.00 buyout term.**

Toshiba IPedge with Call Recording:

_____ 48 Month Terms: \$ **1,578.16** monthly payment

_____ 60 Month Terms: \$ **1,299.18** monthly payment

Technology Assurance Program (TAP):

This option provides a technology assurance to completely manage your service plan and fully supporting your company's business technology now and in the future. TAP considers all the cost associated with the operation of your business systems and protects you from the risk and uncertainties associated with ownership & management of the upkeep of advance technology. **NO money down and have several business option on the end.**

Toshiba IPedge with Call Recording:

_____ 60 Month Terms: \$ **1,534.67** monthly payment

Acceptance of SOW:

By City of Monroe signing the below, City of Monroe confirms their acceptance of the Terms and Conditions set forth in this Scope of Work and gives PRO OnCall the ability to proceed with the work described in this SOW. In addition, by signing this SOW City of Monroe acknowledges that they will undertake site preparations and meet network specifications as detailed in the Key Requirements section of this SOW.

PRO OnCall Technologies

City of Monroe

Authorized Representative

Authorized Representative

Janet Leist

Printed Name

Printed Name

Senior Account Manager

Title

Title

Date

Date

Sales Agreement

PRO OnCall Technologies agrees to sell and Client agrees to purchase the equipment and services set forth above on the following terms and conditions (this "Agreement").

1. **PURCHASE PRICE:** The purchase price shall be payable as follows:50% due upon execution of the Agreement. The remaining 50% is due net 10% from the Installation date. If Client pays 90% upon execution of the Agreement, PRO OnCall offers a 2% discount with the remaining balance due net 10 days from Installation date. The purchase price does not include permit fees or sales tax, unless specifically stated. Payments that are over 30 days past due are subject to an interest charge of 1 ½% per month from the original due date. A 15% restocking fee will be applied to all cancelled orders. In addition, the Customer may experience an interruption of service by being placed on "Credit Hold" at which point no service will be provided or performed until the delinquent and unpaid invoices are resolved.
2. **INSTALLATION DATE:** The "Installation Date" means the date PRO OnCall notifies Client that the equipment is installed and substantially providing the intended services. The Installation Date shall be determined by mutual agreement of the parties after acceptance, but is subject to change by PRO OnCall due to delays for any reason beyond PRO OnCall's control. Under no circumstances shall PRO OnCall be liable for damages as a result of delays in the installation Date. Client shall supply access to the premises and all supplement equipment required for installation and operation of the equipment, including, without limitation, conduits, commercial power, outlets, and a dedicated 110VAC, 20-amp circuit within 6 feet of the power supply. If the Installation Date is delayed beyond 30 days, through no fault of PRO OnCall, PRO OnCall reserves the right to use the original Installation Date as the date from which manufacturer or equipment warranties commence.
3. **TITLE:** Title to the system does not transfer until final payment, plus all applicable taxes is received. As long as any part of the purchase price remains outstanding, PRO OnCall shall retain a security interest in the equipment. Risk of loss for the equipment shall be borne by client as of the installation Date.
4. **LIMITED WARRANTY:** PRO OnCall warrants its workmanship for 1 year following the Installation Date, unless specifically stated. Upon notification of a defect, PRO OnCall shall have the option to repair or replace the defect and such repair or repair or replacement shall be Client's sole and exclusive remedy. THE LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE VOIDAS TO DAMAGE OR DEFECTS CAUSED BY CLIENT'S NEGLIGENCE, MISUSE, THEFT, VANDALISM, FIRE, WATER, LIGHTNING, OR OTHER PERIL, OR RELOCATION OR ALTERATION OF THE EQUIPMENT NOT AUTHORIZED BY PRO ONCALL. PRO ONCALL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSS FROM ANY CAUSES. PRO ONCALL'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT. WARRANTY SERVICE PERFORMED AT CLIENTS'S REQUEST BEFORE OR AFTER NORMAL WORKING HOURS (BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS) WILL BE BILLED AT PREVAILING LABOR RATES.
5. **DEFAULT:** If Client breaches any provision of the Agreement, including its payment obligation, Client shall be in default and all unpaid amounts shall become immediately due and payable. Upon Client's default, PRO OnCall shall have the rights and remedies of a secured party under the Uniform Commercial Code and applicable law.
6. **CLIENT ACKNOWLEDGEMENT:** Client understands and acknowledges: (a) that the responsibility for the prevention of any computer virus, worm or any computer software loaded by design or unintentional that may corrupt or in any way impede the operation of any equipment lies solely with Client; (b) the connection and clarity of a VoIP telephone or VoIP networked telephone system is outside the control of PRO OnCall and are not subject to any warranty; and (c) PRO OnCall has no responsibility related to carrier provided to Client by a third party, like internet access, telephone lines, long distance, and other supplemental voice services.
7. **MISCELLANEOUS:** Client represents it has the power and authority to enter into this agreement and that this Agreement constitutes a valid and binding obligation. This agreement constitutes the entire agreement between the parties and shall not be amended, except by a subsequent agreement in writing executed by Client and an authorized representative of PRO OnCall. In all respects, this agreement shall be governed by laws of the State of Ohio. PRO OnCall and Customer consent to exclusive jurisdiction and venue in Hamilton County, Ohio.

Client Acceptance: _____ PRO OnCall Acceptance: _____

Title: _____ Date: _____ Title: _____ Date: _____