

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: November 26, 2007

SUBJECT: Telephone System Purchase

SUBMITTING DEPT: City Clerk's Office

PREPARED BY: Sheri Sanchez, City Clerk

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Baron Telecommunications contract

ANALYSIS / SUMMARY: The Blaine City Council authorized the City Manager to sign an interlocal agreement with Klickitat County PUD at the last council meeting. The interlocal agreement allows the City of Blaine to make purchase based on Klickitat County PUD bid award process.

RECOMMENDATION: ☒ Waive 2nd Reading: (Including conditions of approval if applicable) Staff recommends that the Blaine City Council authorized the City Manager to enter into a contract with Baron Telecommunications for the purchase of a telephone system.

FISCAL ANALYSIS: The funds will come from the 2007 MIST budget in the amount of \$61,371.74, which includes the telephone system at \$48,077, \$5,642 for the 7 year value plus warranty, \$2,897 for the ultimate call accounting system, and tax at 8.4%

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

PURCHASE AGREEMENT

1. SCOPE Effective 11-20-07, NWC L.L.C. ("Seller"), 1204 Railroad Ave., Suite 101,
Bellingham, WA 98225, and City of Blaine ("Purchaser") whose address is:
Billing Address: 344 H street Install Address: same
Blaine, WA 98230

2. EQUIPMENT The "Seller" agrees to deliver a communications system as set forth below:

Quantity	Description
	See Schedule A
	Includes Options #3 (Ultimate Call Accounting System) and #6 (7-Year Value Plus Warranty)
	Purchase Order No.

3. ADDITIONAL INFORMATION:

4. PRICE: Total price including equipment listed above, excluding taxes $\frac{\$56,616.00 + \$4,755.74}{\text{Tax}}$
5. PAYMENT OPTIONS $= \$61,371.74$

5. PAYMENT OPTIONS

☒ Direct Purchase

Amount due as a down payment upon signing of this contract \$ 30,685.87

Amount due five (5) days following ~~outlet~~ Delivery \$36,685.87

☐ Lease

This agreement subject to the approval of lease application by a third party leasing company.

6. WARRANTIES The warranties and remedies set forth below constitute the only warranties of "Seller" with respect to the performance of the equipment and software and the "Purchasers" only remedies in the event such warranties are breached. They are in lieu of all other warranties, written or oral, statutory, expressed or implied, including without limitation the warranty of merchantability or fitness for a particular purpose. Neither "Seller" nor "Purchaser" shall be liable for any incidental or consequential damages of any nature whatsoever including loss of business before or after cutover.

"Seller" warrants that the equipment and installation sold under the agreement will, after cutover, under normal use and service, be free from defective equipment and faulty workmanship for 24 months from the date of cutover. "Sellers" obligation and "Purchasers" exclusive remedy under this warranty are limited to the replacement or repair, at "Sellers" option of the defective component, or redoing the faulty installation.

Labor under this warranty is covered for a period of 12 months. Additional charges will apply for services requiring ferry and/or air travel.

Attachment of equipment or rendering of service by anyone other than the "Seller" shall void all warranty.

7. WARRANTY EXCLUSIONS This warranty does NOT cover damages, defects, malfunctions or product failures caused by:

- (a) "Purchasers" failure to follow "Sellers" installation, operation, or maintenance instructions;
- (b) "Purchasers" modification of the product;
- (c) "Purchasers" abuse, misuse, or negligent acts;
- (d) Power failure or surges, fire, flood, accident, actions of third parties and other events outside the "Sellers" control.

8. MAINTENANCE PROGRAM ☐ _____ ☐ None (initial)

9. REMEDIES If the "Purchaser" shall fail to pay any sum owing to "Seller" hereunder when due, then, in addition to all other remedies available to "Seller" at law or equity or under this agreement, and not in limitation thereof, "Seller" may, until said sum is paid in full: collect interest upon the sum then owing at the rate of 18% per annum, enter "Purchasers" premises without liability for damages for trespass, with or without notice, and take possession of and remove the equipment.

Should "Seller" be obligated to institute legal action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees as affixed by the court, or courts in which the suit or action, including any appeal herein, is tried, heard or decided.

10. **OTHER** "Seller" will, at purchasers request, assist in the coordinating of line service from a service provider. However, "Seller" shall in no way be held liable for errors or lack of delivery on the part of any service provider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written, such parties acting by their officers, being thereunto duly authorized.

"Seller": NWC L.L.C.

By Karl Washburn
(Name - Please Print).

(Name – Please Print)

(Signature) _____

(Signature)

(Title) Sales Mgr

(Title)

(Date)

"Purchaser": City of Blaine

By _____
(Name - Please Print)

(Name – Please Print)

(Signature) _____

(Signature)

(Title) _____ (Date) _____

(Title)

(Date)

City of Blaine
Equipment Itemization
Schedule A

Toshiba Strata CIX670, CIX100 & IES16 Voice Mail

Cash Price Option

Main Building

<u>Qty.</u>	<u>Description</u>
1	Toshiba VOIP CIX670 Package Includes Processor, 64MB SmartMedia Card, 64-Port License, 4 DTMF Licensed Circuits & modem.
1	Main Control Cabinet & Power Supply
1	Expansion Cabinet & Power Supply
1	Battery Backup System
3	Digital Telephone Card (16 circuits)
1	Analog Card (8 circuits)
1	Line Card (4 circuits)
1	ISDN/PRI Interface Card
8	StrataNet Network Channel License
1	Stratagy IES16 Voice Mail 4-Port
1	30 Unified Messaging Seats
1	Fax Feature Group
1	EManager & Voice Mail Software
48	10-Button Digital LCD Speakerphone
6	14-Button Digital Large LCD Speakerphone
1	Wireless 900 Mhz Digital Telephone
2	CIX Attendant Console Package
2	CTX Attendant Console Handset, White
2	CTX Attendant Console Interface Unit, White

Public Works

<u>Qty.</u>	<u>Description</u>
1	Toshiba VoIP CIX100 Base Cabinet, PS & IP Card Includes Processor, Base Cabinet, 64MB SmartMedia Card, 32-Port License, 4 DTMF Licensed Circuits & modem.
8	StrataNet Network Channel License
1	Digital Telephone Card (8 circuits)
1	Digital Telephone Card (16 circuits)
1	Line Card (4 circuits)
1	Line Card Subassembly (4 circuits)
1	Battery Backup System
1	AC Voltage Spike Suppressor
1	Installation Hardware Package
1	System Technical Setup, Installation & Training

City of Blaine
Equipment Itemization
Schedule A

Toshiba Strata CIX670, CIX100 & IES16 Voice Mail

Cash Price Option

Cash Price.....\$52,387.00 + tax
 Less Government Discount.....\$4,310.00
 Cash Price.....\$48,077.00 + tax

Note:

- 1) Voice Mail Feature Groups Require T&M Charges, Estimate \$600.00
- 2) PC Attendant Console Requires Monitor.

+ 2,897.00
 + 5,642.00
 56,616.00
 + 4,755.74 Tax
 \$ 61,371.74

Options:

- 1) Tracer Call Record Solution with PRI, Add \$21,291.00
- 2) Net Phone (Addition to Tracer), Add \$158.00 per seat
- X 3) Ultimate Call Accounting System, Add \$2,897.00
- 4) 10-Button VoIP LCD Speaker Phones with License, Add \$392.00 per phone
- 5) Headset Interface Unit, Add \$18.00 each
- X 6) 7-Year Value Plus Warranty, Add \$5,642.00
- 7) 16-Channel VoIP Interface Unit, Add \$1,031.00
- 8) Text to Speech Feature Group, Add \$1,935.00
- 9) Additional Unified Messaging Seats, Add \$55.00 per seat
- 10) Soft IPT License, Add \$170.00 each
- 11) Additional Strata Net Channel License, Add \$246.00 per 2
- 12) Expand Voice Mail to 8 Ports, Add \$2,590.00
- 13) Expand Voice Mail to 12 Ports, Add \$4,692.00

Notes:

- 1) Unless otherwise noted, warranty on all new equipment is for a period of 24 months from date of completed installation and labor is covered for 12 months except where equipment is faulty due to misuse or neglect.
- 2) Price is valid for a period of thirty (30) days from above date. However, manufacturer promotion specials are subject to cancellation at any time. All Copper cable pricing is subject to change due to the current escalating copper prices. Price is in effect at time of shipment.
- 3) Additional charges will apply for services requiring ferry and/or air travel. Any returned items may be subject to a 15% restocking fee. All prices exclude tax and leasing company fees. Permits will be billed additional and are required for 10 or more locations
- 4) This recommendation is based on information you provide to us regarding your application. Changes or new developments regarding your application, which we will integrate to, will likely result in additional components and costs. We will inform you of these as they become apparent to us. If this application involves our connecting this equipment to a data network, we will not be able to complete our work until that network is certified as functioning properly. All switches/routers must be capable of providing voice prioritization and meet QOS specifications. If applicable, CPE network must have interface ports.