

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
BIDS AND PROPOSALS

To: President and Village Board of Trustees
FROM: Tim Sexton, Acting Village Manager
DATE: January 7, 2014 Agenda Date: January 16, 2014
TITLE: Telephone Service – Month-month Contract

SUBMITTED BY: John Doser, IT Manager

RESULTS:

Date Bids Were Published: N/A.....Date Bidding Closed: N/A
Total Number of Bids Received: N/A
Total Number of Bidders Meeting Specifications N/A
Bid Security Required Yes No
Performance Bond Required Yes No
Were Any Bids Withdrawn..... Yes No
Explanation.....
Waiver of Bids Requested? Yes No
If yes, explain: Sole Vendor for Federal Siren
Award Recommended to Lowest Responsible Bidder Yes No
If no, explain: N/A

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$75,600.00
Amount of Award: _____

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes

REVIEW (as needed):

Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.

Bid form



To: Tim Sexton
Acting Village Manager

From: John Doser
I.T. Staff

Date: January 7, 2014

Subject: Phone Services with Cimco Communications

The Village of Lombard's three-year contract for phone services with Cimco Communications has expired. Since the contract expiration the Village of Lombard has been paying Cimco Communications on a month to month basis for phone services as described in the CIMCO Service Agreement document.

Due to the recent changes to the Telco billing regulations, the Village of Lombard's cost for phone service has remained the same as the expired contract's cost. Attached is the 2010 Cimco Service Agreement.

Now that the Telco billing regulations are set, IT will contact vendors and research the best and most cost effective long term solutions for the Village of Lombard's phone services during the calendar year of 2014.

Therefore, IT requests that the Village Board approve month to month payment terms with Cimco Communications to provide phone services to the Village of Lombard during the 2014 calendar year.

CIMCO Service Agreement

CIMCO, A Division of Comcast Business Services
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



A Division of Comcast Business Services

Telephone Number: (630) 873-4740

Contact: Larry McGhinnis

Customer: Village of Lombard

Address: 255 E Wilson Ave

City: Lombard State: IL ZIP: 60148

This Agreement authorizes CIMCO, A Division of Comcast Business Services, (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Communication Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as "Customer").

1. CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No.1, Service Offering No. 2, ICC Tariff No. 4 and 7 and will arrange all functions required to transfer the Customer's Services, as follows:

Local Service Long Distance Service

2. Customer is responsible for all telephone calls placed from the telephone numbers (ANI) designated under Services. Customer is responsible for all contract liability incurred from previous carrier. Customer understands and agrees that invoices are payable upon receipt. In the event that payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois.

3. Customer agrees to subscribe to Services for a 36 month consecutive term and shall automatically renew for consecutive ~~month-to-~~ month terms, unless written notice of non-renewal is sent, by either party, within sixty (60) days prior to the end of the term. For new Services, the term shall commence on the installation date of Services. For renewed Services, the term shall commence on the effective date, defined as the date Customer signs and submits the Service's orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If after the time CIMCO begins providing Service to Customer, Customer terminates this Agreement, or transfers part or all of its usage from CIMCO to another carrier prior to the end of the term of this Agreement or the end of any renewal term, then Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining of such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event.

4. In the event Customer determines that the quality of the network transmission purchased from CIMCO herein does not satisfy such Customer's quality standards for performance of network services, then the Customer must notify CIMCO of such dissatisfaction in writing, sending by US Postal Service via certified mail with return receipt requested. CIMCO will have thirty (30) days to rectify the problem in accordance with Industry Standards. Customer's Notice of Dissatisfaction must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. In the event CIMCO cannot rectify the problem in accordance with Industry Standards, Customer may terminate Services with CIMCO without further liability, except for payment in full for all usage and charges associated with Services provided in accordance with this Agreement.

5. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Services and that CIMCO will incur expense in reliance upon Customer's commitment for the Services. Customer agrees that if Customer cancels this order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to so incur. Therefore, if Customer cancels this order prior to the time CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.

6. The Customer guarantees payment of all monies due CIMCO or its assignee, as a result of any account established for Customer and/or its subsidiaries. Further, Customer guarantees that all statements made herein are true and correct to the best of Customer's knowledge. Finally, Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.

7. This signed Agreement and any other documents transmitted by fax machine and E-Signature shall be treated in all manner and respects as an original document. Any such document shall be considered to have the same binding legal effect as an original document.

8. CIMCO calling cards and Services have safeguards that report excessive use. Notwithstanding, Customer remains fully responsible for all charges arising from and in connection with the use of such cards and Services until fraud is detected and blocked. Customer will be responsible for all charges to all such cards and Services and agrees that said charges will be paid in a timely manner. Until Customer notifies CIMCO to close such cards and Services, all charges are presumed to be authorized by Customer.

9. CONFIDENTIAL INFORMATION - Terms and conditions of this Agreement and all documents referenced herein, communication between the parties regarding this Agreement or the Services to be provided hereunder, as well as such information and price quotes relevant to any other Agreement between the parties are Confidential between Customer and CIMCO and shall not be disclosed by Customer to any third party.

10. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing by US Postal Service, by certified mail with return receipt requested.

In no event shall CIMCO be liable for general, special, punitive, consequential or incidental damages of any character as a result of the services provided by or not provided by CIMCO. CIMCO disclaims any implied warranties regarding the Services.

The undersigned hereby agree to the terms and conditions set forth herein and are duly authorized to execute this Agreement.

Customer: 

Sales Representative: Michael J. Hanley

By: Village of Lombard

CIMCO, A Division of Comcast Business Services

Print Name: William J. Mueller

By: 

Title: Village President

Title: GM. CB

Date: June 17, 2010

Date: 7.6.10