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Palatine • Rolling Meadows • Inverness
Arlington Heights • Hoffman Estates
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Community Consolidated School District 15

Joseph M. Kiszka Educational Service Center
580 N. 1st Bank Drive
Palatine, IL 60067-8110

Michael Adamczyk
Chief School Business Official

(847) 963-3032 • Fax (847) 963-3061
www.ccsd15.net

DATE: September 12, 2018
TO: Board of Education
FROM: Michael Adamczyk, CSBO
RE: Action Item – Annual Telecommunications Maintenance Agreement



We recommend approval for the District to enter into a one-year Maintenance Agreement with Telcom Innovations Group at the cost of \$26,457.00, the same amount as previous years. The Agreement will cover the District's Mitel 3300 Telecommunications System from 9/9/2018 to 9/8/2019.

The Agreement provides the District with consultation, remedial maintenance services, guaranteed spare parts availability, Remote Minor Moves and Changes reprogramming, and ongoing user training.

Further information is provided in the attached Terms & Conditions.

Telcom Innovations Group, LLC

125 N. Prospect
Itasca, IL 60143



INVOICE

Invoice Number: A52094M
Invoice Date: Aug 1, 2018
Page: 1

Voice: 630-350-0700
Fax: 630-350-0711

Bill To:
Palatine Community Consolidated SD 15 Attn: Accounts Payable 580 North 1st Bank Drive Palatine, IL 60067-8110

Ship to:

Customer ID	Customer PO	Payment Terms	
School District 15		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Schwartz			8/1/18

Quantity	Item	Description	Unit Price	Amount
1.00	Annual Maintenance	Annual Maintenance on the Mitel 3300 Telecommunications System from 9/9/18 to 9/8/19 per the attached Maintenance Agreement	26,457.00	26,457.00
<p>20E041 2540 3410</p> <p><i>[Handwritten Signature]</i></p> <p>RECEIVED</p> <p>AUG 09 2018</p> <p>Accounts Payable</p>				
Subtotal				26,457.00
Sales Tax				
Total Invoice Amount				26,457.00
Payment/Credit Applied				
TOTAL				26,457.00

Check/Credit Memo No:

Telcom Innovations Group

125 N. Prospect
Itasca, IL 60143
(630) 350-0700 FAX (630) 350-0711

Maintenance Agreement Telecommunications System Industry Standard

Customer: Palatine Community Consolidated
School District 15
580 N. 1st Bank Drive
Palatine, IL 60067



System(s)	<u>Mitel Systems</u>	Anniversary Date	<u>9/08/19</u>	Term	<u>1 Year</u>
Software	<u></u>	Contract No.	<u></u>	Effective Date	<u>9/09/18</u>
				Annual Charges	<u>\$26,457.00</u>

TERMS AND CONDITIONS

I. MAINTENANCE SERVICES

Pursuant to the terms and conditions of this agreement (Agreement), Telcom Innovations Group shall provide the Customer during the Term of this Agreement, including any renewal Term, and with respect to the Equipment, the services summarized as follows:

- Ongoing consultation to assure both system and users optimum working conditions.
- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order.
- Guaranteed spare parts availability.
- Remote Minor Moves and Changes reprogramming performed same Business Day, if system is so equipped.
- Ongoing user training for individuals and or groups made available upon request.

Telcom Innovations Group' remedial maintenance response objectives are as follows:

With respect to a major malfunction of the Equipment defined in the following parameters: no incoming or outgoing telephone service, or no station to station service within the telephone system, or attendant console is unable to answer and/or transfer calls, or fifty percent or more of the C.O. trunks and/or stations are in an inoperable state, Telcom Innovations Group' policy is to arrive at the Customer's premises within four (4) hours from the time Telcom Innovations Group first receives the Customer's request for remedial maintenance and will complete such repairs as soon as reasonably practicable.

With respect to minor malfunctions (any malfunction other than a major malfunction) of the Equipment, Telcom Innovations Group' policy is to arrive at the Customer's premises during that or the next Business Day Telcom Innovations Group first receives the Customer's request for minor remedial maintenance and will complete such repairs as soon as reasonably practicable. Routine or minor remedial maintenance requested to be performed after normal business hours will be billed to the Customer at Telcom Innovations Group' then current overtime hourly rate with a minimum two (2) hours' service charge. For purposes of this Agreement, "Business Day" shall mean 8 A.M. to 5 P.M., Monday through Friday, excluding holidays.

Telcom Innovations Group' responsibility with respect to maintenance services shall be limited to the Customer's side of the point of connection between the Equipment and the local telephone company.

The Customer shall allow employees and authorized representatives of Telcom Innovations Group free access to the premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any service related issues that occur on equipment containing manufacturer's discontinued hardware and/or software that may require manufacturer's support will be repaired on a T&M basis. In the event of any manufacturer defects in the covered equipment, Telcom Innovations Group will provide the same remedies to the end user as the manufacturer provides to Telcom Innovations Group.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT INCLUDING THOSE ON THE REVERSE SIDE HEREOF. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS; WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY WRITING EXECUTED BY AN OFFICER OF TELCOM INNOVATIONS GROUP; THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF TELCOM INNOVATIONS GROUP, INC.

CUSTOMER: Palatine Community Consolidated School District
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TELCOM INNOVATIONS GROUP

by: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____

If during the Term hereof any person other than an employee or authorized representative of Telcom Innovations Group performs any maintenance or service work on the Equipment, then the obligations of Telcom Innovations Group hereunder shall immediately terminate.

For purposes of this Agreement, the term "Equipment" shall mean all new telecommunications equipment and cabling furnished directly to Customer by Telcom Innovations Group before the Effective Date or the Anniversary Date, if applicable. Unless otherwise specifically agreed upon by Telcom Innovations Group in writing, the term "Equipment" shall not include any pre-existing cabling, telephone(s), telephone connection equipment, paging equipment, data devices or other telecommunications equipment reused by Customer or otherwise not furnished by Telcom Innovations Group.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering changes; Labor and material costs for replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Equipment; Negligent, willful or intentional acts of Customer or any third party; Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications; An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures which adversely affect the Equipment; Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibilities under this Agreement; Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the Customer or any other third party of the Equipment in combination with any other apparatus, device of other system not supplied, or approved as to such combined use by Telcom Innovations Group, or the use by the Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by Telcom Innovations Group.

2. TERM AND PAYMENT

The term of this Agreement shall commence as of the Effective Date and will cover a period of one year, unless a period other than one year is expressly stipulated in the space provided on the reverse side hereof. Payments due from the Customer to Telcom Innovations Group hereunder shall be made on or before the Effective Date of this Agreement. In the event payment is not made at said time, Customer will be billed for time and materials at Telcom Innovations Group' then current rates. On the Anniversary Date of this Agreement, any additional equipment to be covered will result in an increase of the maintenance service rates or other charges (Annual Charges) which are to be paid on or before the Anniversary Date.

This Agreement will automatically renew for an additional period of one (1) year on each Anniversary Date unless terminated by the parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that this Agreement shall immediately terminate upon notice from Telcom Innovations Group to Customer in the event that Customer shall fail to pay the Annual Charges hereunder.

3. TAXES

The Annual Charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either Telcom Innovations Group or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by Telcom Innovations Group or Customer, except for taxes based on Telcom Innovations Group' net income on capital stock, which shall be borne by Telcom Innovations Group.

4. LIMITATION OF LIABILITY

The Customer agrees that neither Telcom Innovations Group nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury, or death to the Customer's agents, employees, or customers arising in connection with the maintenance services provided by Telcom Innovations Group or its subcontractor under this Agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Telcom Innovations Group officers, employees, or agents.

IN NO EVENT SHALL TELCOM INNOVATIONS GROUP OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR EQUIPMENT.

5. FORCE MAJEURE

The timeliness of performance by Telcom Innovations Group of maintenance services hereunder or the performance of any other obligations of Telcom Innovations Group under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of Customer, inability of Telcom Innovations Group subcontractors to perform, or any other cause beyond the reasonable control of Telcom Innovations Group, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Telcom Innovations Group). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

6. ASSIGNMENT

Telcom Innovations Group may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, Telcom Innovations Group' obligation to provide maintenance services, provided that Telcom Innovations Group first gives adequate prior written notice thereof to the Customer. Customer shall not assign or subcontract any part or all of its interests hereunder except upon written consent of Telcom Innovations Group, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Telcom Innovations Group' prior written consent shall be null and void.

7. GOVERNING LAW

The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement, which is or are declared to be invalid, unenforceable, null and void, or unconstitutional, shall not affect the validity of the remaining provisions thereof.