

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: William T. Lichter, Village Manager
DATE: April 11, 2005 Agenda Date: April 21 2005
TITLE: 3 Year Contract For Fire Station T1 Lines

SUBMITTED BY: Larry Mcghinnis, IT Manager

RESULTS:

Date Bids Were Published: Date Bidding Closed: / /

Total Number of Bids Received.....

Total Number of Bidders Meeting Specifications Yes No

Bid Security Required Yes No

Performance Bond Required Yes No

Were Any Bids Withdrawn Yes No

Explanation Yes No

If yes, explain:

Waiver of Bids Requested? Yes No

If yes, explain: Current vendor had the lowest quotes. Change in vendor results in additional installation charges.

Award Recommended to Lowest Responsible Bidder..... Yes No

If no, explain:

FISCAL IMPACT:

There would be a reduction in the monthly rate of \$276.80 to \$213.36 per circuit. There would be a savings of \$4568 over the life of the contract.

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 [Signature] Date _____
Village Manager XX [Signature] Date 4/13/05

acting

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.



To: Len Flood
Finance Director

From: Larry McGhinnis
I.T. Manager

Date: April 11, 2005

Subject: Renew Fire Stations T1 lines

The three-year contract for the two (2) Fire Stations T1 lines that provide both data and phone connections to the Village will expire May 2005. I have contacted CIMCO, our current vendor and also SBC for cost comparisons. Below is a table showing those costs.

SBC CONTRACT COSTS

Months	Contractual Cost Mo Rate	Total at end of period for one T1 line.	Total at end of period for both T1 lines
12	506.00	6072.00	12144.00
24	368.50	8844.00	17688.00
36	276.80	9964.80	19929.60

CIMCO CONTRACT COSTS

Months	Contractual Cost Mo Rate	Total at end of period for one T1 line.	Total at end of period for both T1 lines
12	355.06	4260.72	8521.44
24	258.82	6211.68	12423.36
36	213.36	7680.96	15361.92

IT recommends a three-year contract be awarded to CIMCO not to exceed cost of \$15,361.92 for 2 T1 circuits that connect both fire stations with the Village Hall.

CIMCO Circuit Agreement

CIMCO Communications, Inc.
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



Customer: Village of Lombard

Telephone Number: 630-873-4740

Address: 255 E. Wilson Ave

Contact: Larry McGhinnis

City: Lombard State: IL ZIP: 60148

This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement: to provide Data Services for the above named Customer.

Local Circuit

Long Distance Circuit

1. CIMCO will provide communications services to locations designated by the Customer in accordance with CIMCO's Service Offering No. 1, Service Offering No. 2, ICC tariff 4 and 5 and will arrange all functions required to transfer the Customer's Communication Services.
2. Customer understands and agrees that Invoices are payable within 30 days of date of invoice. In the event 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. Customer is responsible for all contract liability incurred from previous carrier.
3. Customer agrees to subscribe to this service for a ~~36~~³⁶ month consecutive term. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for ~~36~~ months from the cutover date and shall automatically renew to month-to-month terms unless canceled by either party with sixty (60) days written notice.
4. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service 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 that CIMCO begins providing service 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.

5. Following are the circuit quotes that apply to this agreement:
attached quote #: PAU030805-MMLB1, PAU030805-MMLB-2

Customer has received a copy of the quote and agrees to the terms and pricing. _____ (Customer initials required)

6. The undersigned guarantees payment of all monies due CIMCO Communications, Inc. or its assignee, as a result of any account established for the company named and/or its subsidiaries. Further, he/she guarantees that all statements made herein are true and correct to the best of his/her knowledge. Finally, the undersigned authorizes the release of credit and financial information to CIMCO Communications, Inc. by applicant's bank and other references.
7. In the event of conflict or discrepancy between provisions of this order and provisions of the applicable tariff, the provisions of the tariff will prevail. This order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the service.
8. Customers requesting termination of a circuit prior to the expiration date of the ~~36~~³⁶ month term will be liable for a charge on each individual circuit canceled, calculated as described below, which upon termination shall become immediately due and payable in its entirety. The termination charge for monthly term agreements will be calculated as follows:
 - A. LOCAL CIRCUIT Termination:
 1. If a termination of service occurs within the first 12 months of the term of this Agreement, Customer will be liable for an amount equal to 12 times the monthly rate for a one year term less any monthly recurring charges already paid. Any waived installation charges will also be owed.
 2. If termination of service occurs after the 12th month of the term of this Agreement, Customer will be liable for the difference between the applicable monthly rate for the term completed at time of termination and the current monthly rate, times the number of months of actual service. Any waived installation charges will also be owed.
 - B. LONG DISTANCE CIRCUIT Termination:
if Customer disconnects any or all Long Distance circuits prior to the end of the term of this agreement, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO: Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.
9. All termination notifications must be sent to CIMCO: CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.

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

CIMCO shall not be liable for any general, special, indirect, incidental or consequential damages of any character as a result of the services provided by or not provided by CIMCO.

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

Company: Village of Lombard Representative: Michael Mecher

By: _____ CIMCO Communications, Inc.

Print Name: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Metro 358 Lata Point-to-Point

Village of Lombard

Attention: Larry McGhinnis
Phone: 630-873-4740
Fax:
E-Mail:

Date: 3/8/2005
Contract Quote #: PAU030805-MMLB-1
Circuit Type: T1
Circuit ID if Existing:

Location A	NPA-NXX	To	Location Z	NPA-NXX	Term	Monthly Recurring	Non Recurring
255 E Wilson	630-620		50 E St Charles	630-620	36 Month	\$213.36	\$350.00 0
TOTAL:						\$213.36	\$350.00 0

Submitted by: _____

Date: _____

*All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.

Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.

**CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.

***Standard termination jack will be RJ48 style, unless otherwise specified at time of order.

***** This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).

Metro 358 Lata Point-to-Point

Village of Lombard

Attention: Larry McGhinnis
Phone: 630-873-4740
Fax:
E-Mail:

Date: 3/8/2005
Contract Quote #: PAU030805-MMLB-2
Circuit Type: T1
Circuit ID if Existing:

Location A	NPA-NXX	To	Location Z	NPA-NXX	Term	Monthly Recurring	Non Recurring
255 E Wilson	630-620		2020 S Highland	630-620	36 Month	\$213.36	\$350.00 0
TOTAL:						\$213.36	\$350.00 0

Submitted by: _____

Date: _____

*All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.

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