COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: AUTHORIZATION TO PURCHASE DIGITAL PHONE SYSTEM FOR BUSLINE SERVICE

SOURCE: Public Works Department - Transit

COMMENT: On February 19, 2013, the City Council authorized staff to purchase three additional RouteMatch modules to provide real-time communication to its Dial-A-COLT and Transit customers through digital signage, text messaging, mobile app, web portal, and an automated phone system (BusLine).

During the implementation of the new system, staff discovered that the current phone system would only allow for four (4) simultaneous phone calls used by customers and transit center staff. If the project were to move forward with the current phone system it may present a busy signal to passengers if more than four calls are being taken or made at the same time.

It is staff's desire to provide real-time communication to transit customers that would not be limited by the capacity of the current phone system, frustrating customers by a busy signal.

To eliminate the potential busy signal to customers, staff is requesting authorization to purchase and install a ShoreTel IP telephone system and digital trunk that will allow up to 23 simultaneous calls.

Staff explored three (3) procurement options for the ShoreTel IP telephone system. The first, and most expensive, procurement option would utilize the GSA Federal Supply Schedule contracts. This option would allow the City to purchase an enterprise ShoreTel IP phone system, with one of the selected contractors, at a cost of $15,212.94.

The second procurement option would utilize the California Multiple Award Schedule (CMAS) contracts. This option would allow the City to purchase an enterprise ShoreTel IP phone system, with one of the selected contractors, at a cost of $13,874.15.

The third procurement option explored would be to purchase from Global CTI, a ShoreTel Premier Partner, for a small business ShoreTel IP phone system at a cost of $8,303.80. The small business system is not available on either the CMAS or GSA schedule.

Appropriated/Funded | CM | Item No. 9
It is staff's recommendation that it would be cost effective to purchase the ShoreTel IP phone system from Global CTI, which is capable of providing a small business platform, at a discounted price, rather than an enterprise solution. The only difference is the small business system is limited to 100 users and the enterprise system is capable of 100+ users and requires a dedicated server.

When staff is ready to move forward with a city-wide IP phone system, all of the small business system components will be repurposed if the City chooses to go with ShoreTel.

Staff requested quotes from three other ShoreTel providers but Global CTI was the only responsive firm. The other firms were unresponsive either due to the distance from the City or not responding to emails and phone calls.

The capital project portion will be funded in full from Transit's FY 2012/2013 Prop 1B grant, which is budgeted for FY 13/14.

RECOMMENDATION: That the City Council:

1) Authorize staff to purchase a small business ShoreTel IP telephone system from Global CTI at cost of $8,303.80; and

2) Authorize the Public Works Director to sign all contract documents.

ATTACHMENT: Federal GSA Quote
CMAS Quote
Global CTI Quote
# City of Porterville Transit Center

**Schedule A - ShoreTel Enterprise IP Telephone System**

ShoreTel CMAS Contract # 3-06-79-2630A

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**Equipment Material Total** $10,873.14

**Equipment Handling** $80.00

**Subtotal / Taxable Amount** $10,953.14

**Sales Tax at 8.500%** $931.02

**1 Year ShoreCare Support for ShoreGear Switches & Software** $1,150.00

**Installation / Pro-Services** $840.00

**Total Price** $13,874.15

Proposal Date: June 6, 2013.

This price includes material, installation labor, with 1 year parts warranty

Gold Support Plan Included

This quote will remain valid until July 6, 2013.

Client Name: Scott Cheney

Client Signature: X

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.

Account Manager: Greg Tripoli

Date: June 6, 2013.

**Scope of Work**

City of Porterville will be responsible for the installation of the equipment listed in this quote. Global CTI will provide End User training and 4-hours of remote technical installation assistance. Additional technical assistance will be billed at the standard rate of $105/hr.
Global CTI Group
5328 Office Centre Ct., Suite 200  Bakersfield, CA 93309
Phone: 661-323-7553 \Fax # 661-323-0748

PRESENTED BY:  Greg Tripoli
DATE:  6/6/2013

BILL TO:  City of Porterville Transit Center
61 W. Oak Street
Porterville, CA  93257
PHONE:  559-762-7434
ATTN:  Scott Cheney

SHIP TO:  City of Porterville Transit Center
61 W. Oak Street
Porterville, CA  93257
FAX:  
E-MAIL:  scheney@ci.porterville.ca.us

Purchase Order:

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ALL PRIOR WRITTEN AND ORAL REPRESENTATIONS ARE MERGED INTO AND SUCCEEDED BY THIS AGREEMENT AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, ORAL OR WRITTEN, NOT CONTAINED HEREIN. A FACSIMILE OF THIS DOCUMENT IS AS VALID AS THE ORIGINAL. SEE ATTACHED ADDITIONAL TERMS AND CONDITIONS. SIGNATURE BELOW INDICATES ACCEPTANCE OF ATTACHED TERMS AND CONDITIONS, AND SCHEDULE A.

ACCEPTED DATE:  
VENDOR:  GLOBAL CTI Group
Signature:
Print Name:  Greg Tripoli
Title:  Account Manager
Date:  June 6, 2013

EXECUTED:  Bakersfield, California
BUYER:  City of Porterville Transit Center
Signature:
Print Name:  Scott Cheney
Title:  
Date:  

Global CTI Group – Terms & Conditions

1. WARRANTY: Global CTI Group hereby warrants the equipment against defective parts and workmanship as defined herein. Global CTI Group obligations for breach of any warranty shall be limited to repairing or replacing equipment at its own expense which shall be Customer’s exclusive remedy and Global CTI Group shall not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, or water. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global CTI Group.

2. DEFAULT AND DELAYS: If any payments due from Customer to Global CTI Group, shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder. Upon default hereof by Customer, Global CTI Group may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by Civil Code Sections 1801-1812.9 to recover any deficiency from Customer. All remedies of Global CTI Group hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon installation acceptance. If for any reason the installation date is delayed due to Customer choice whether direct or indirect, 40% is still due upon original equipment delivery date. If for any reason the completion date is delayed due to Customer choice whether direct or indirect, Customer agrees to pay the final 10%. If delay is due to Global CTI Group fault, payment will not be required until rescheduled equipment delivery. Any payment which has not been made pursuant to this Contract will be subject to interest charges. Customer will pay Global CTI Group, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence being after the initial default of a scheduled payment. (Computed daily)

3. CUSTOMER’S OBLIGATIONS: Customer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment at 20 Amp, 110 volt commercial A.C. outlet within 5 feet of placement of the equipment to be used exclusively by Global CTI Group. Global CTI Group and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Customer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Global CTI Group, or Global CTI Group, representatives shall have access to Customer’s premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

4. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Customer shall be security for the full payment of the purchase price provided for herein. Global CTI Group shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors. Customer shall execute a financing statement and any and all other documents required by Global CTI Group, in connection with the purchase of the equipment.

5. TITLE TO EQUIPMENT AND RISK OF LOSS: Customer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Global CTI Group. Risk of loss of the equipment shall pass to Customer on the Installation Date as defined herein.

6. INSURANCE: If Customer leases equipment, Customer must provide insurance for the full value of the equipment, as required by the financier.

7. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Contract concerning the project or any provisions to this Contract, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney’s fees and costs expended in the matter.

8. DEPOSIT: Should there be a cancellation after work order has been placed, all deposits given will be forfeited, and will be considered liquidated damages. The parties agree now that it would be difficult to calculate Global CTI Group damages. This provision does not preclude Global CTI Group from pursuing any other remedy it may have for breach of contract.

9. RETURN POLICY: In the event purchased equipment is returned to Global CTI Group a 15% restocking fee will be charged for those returned items. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt then client will be charged repair and return charges in addition to the above stated 15% restocking fee. We do not refund shipping and handling fees unless we have caused the error in shipment.

10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS: All prices and discounts are subject to change without notice. In the event of a price change, the price of material on order but not delivered or installed will be the price in effect at the time of acceptance of the order. Material already delivered, installed, and billed is not subject to a price change. Global CTI Group reserves the right to cancel the Customer’s order in the event that errors in pricing are discovered.
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**Cart Total:** $15,212.94
# City of Porterville Transit Center

## Schedule A - ShoreTel Enterprise IP Telephone System

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<td>1 Year ShoreCare Support for ShoreGear Switches &amp; Software</td>
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<td>Installation / Pro-Services</td>
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<td>$6,303.80</td>
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Proposal Date: June 7, 2013.
This price includes material, installation labor, with 1 year parts warranty
Gold Support Plan Included
This quote will remain valid until July 7, 2013.

Client Name: Scott Cheney
Client Signature: X

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.
Account Manager: Greg Tripoli
Date: June 7, 2013

## Scope of Work

City of Porterville will be responsible for the installation of the equipment listed in this quote. Global CTI will provide End User training and 4-hours of remote technical installation assistance. Additional technical assistance will be billed at the standard rate of $105/hr.
SALES AGREEMENT

PRESENTED BY: Greg Tripoli

DATE: 6/7/2013

BILL TO: City of Porterville Transit Center
61 W. Oak Street
Porterville, CA 93257
PHONE: 559-782-7434
ATTN: Scott Cheney

SHIPPED TO: City of Porterville Transit Center
61 W. Oak Street
Porterville, CA 93257

FAX: 
E-MAIL: scheney@ci.porterville.ca.us

Purchase Order:

ShoreTel Enterprise IP Telephone System
Includes 1 Year ShoreCare Support for ShoreTel Switches & Software

FINANCIAL SUMMARY

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LESS ADVANCED PAYMENT

PSP TERMS

BALANCE DUE

100% DUE UPON DELIVERY OF EQUIPMENT

Please Read Terms and Conditions Section 2 - Default and Other

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ACCEPTED DATE: 

VENDOR: GLOBAL CTI Group

Signature: 

Print Name: Greg Tripoli

Title: Account Manager

Date: June 7, 2013

EXECUTED: Bakersfield, California

BUYER: City of Porterville Transit Center

Signature: 

Print Name: Scott Cheney

TIN: 

Date: 

Global CTI Group

Transit Center_City of Porterville_SBE100 with phones

Sales Agreement - Terms and Conditions 6/7/2013
Global CTI Group - Terms & Conditions

1. WARRANTY: Global CTI Group hereby warrants the equipment against defective parts and workmanship as defined herein. Global CTI Group obligations for breach of any warranty shall be limited to repairing or replacing equipment at its own expense which shall be Customer's exclusive remedy and Global CTI Group, shall not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, or water. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global CTI Group.

2. DEFAULT AND DELAYS: If any payments due from Customer to Global CTI Group, shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder. Upon default hereof by Customer, Global CTI Group, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repose the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by Civil Code Sections 1801-1812.9 to recover any deficiency from Customer. All remedies of Global CTI Group hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon installation acceptance. If for any reason the installation date is delayed due to Customer choice whether direct or indirect, 40% is still due upon original equipment delivery date. If for any reason the completion date is delayed due to Customer choice whether direct or indirect, Customer agrees to pay the final 10%. If delay is due to Global CTI Group fault, payment will not be required until rescheduled delivery. Any payment which has not been made pursuant to this Contract will be subject to interest charges. Customer will pay Global CTI Group, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence being after the initial default of a scheduled payment. (Computed daily)

3. CUSTOMER'S OBLIGATIONS: Customer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment at 20 Amp. 110-volt commercial A.C. outlet within 5 feet of placement of the equipment to be used exclusively by Global CTI Group. Global CTI Group and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Customer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Global CTI Group, or Global CTI Group, representatives shall have access to Customer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

4. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Customer shall be security for the full payment of the purchase price provided for herein. Global CTI Group shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors. Customer shall execute a financing statement and any and all other documents required by Global CTI Group, in connection with the purchase of the equipment.

5. TITLE TO EQUIPMENT AND RISK OF LOSS: Customer shall have full title to the equipment only upon full payment of the purchase price therefore to Global CTI Group. Risk of loss of the equipment shall pass to Customer on the Installation Date as defined herein.

6. INSURANCE: If Customer leases equipment, Customer must provide insurance for the full value of the equipment, as required by the financier.

7. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Contract concerning the project or any provisions to this Contract, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

8. DEPOSIT: Should there be a cancellation after work order has been placed, all deposits given will be forfeited, and will be considered liquidated damages. The parties agree now that it would be difficult to calculate Global CTI Group damages. This provision does not preclude Global CTI Group from pursuing any other remedy it may have for breach of contract.

9. RETURN POLICY: In the event purchased equipment is returned to Global CTI Group a 15% restocking fee will be charged for those returned items. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt then client will be charged repair and return charges in addition to the above stated 15% restocking fee. We do not refund shipping and handling fees unless we have caused the error in shipment.

10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS: All prices and discounts are subject to change without notice. In the event of a price change, the price of material on order but not delivered or installed will be the price in effect at the time of acceptance of the order. Material already delivered, installed, and billed is not subject to a price change. Global CTI Group reserves the right to cancel the Customer's order in the event that errors in pricing are discovered.