



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000

Fax: (972) 450-7043

## **AGENDA**

### **WORK SESSION OF THE CITY COUNCIL**

**JANUARY 23, 2007**

**6:00 P.M.**

**&**

### **REGULAR MEETING OF THE CITY COUNCIL**

**January 23, 2007**

**7:30 P.M.**

**TOWN HALL**

**5300 BELT LINE ROAD**

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### **WORK SESSION**

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**Item #WS1** - Presentation and discussion regarding traffic count results conducted in the Town of Addison.

Attachment:

1. Traffic Count Study

Item #WS2 - Discussion regarding the Parks and Facilities Naming Guidelines and Policy.

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Item #WS3 - Update regarding the Addison Pacesetters Program.

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### REGULAR SESSION

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the January 9, 2007, Council Meeting.

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Item #R3 - Presentation and Recognition of Bunny Summerlin, Executive Director of Metrocrest Social Services.

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Item #R4 - Presentation to City Council by Jeff Barker of the Dallas Restaurant Association.

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Item #R5 - Consideration and approval to authorize the City Manager to enter into a contract with Mercury Communication Services, Inc. for the upgrade, and installation of the phone system in the amount not to exceed \$207,613.25.

Attachments:

1. Comparison Spreadsheet 1/8/07
  2. CT Dallas-#1211688
  3. CT Dallas #1215463
  4. CT Dallas #1215465
  5. CT Dallas #1230472
  6. Mercury Sales Contract
  7. Mercury Communication Services II
  8. Mercury Master RFP Final Revision
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Item #R6 - Consideration of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Charter Furniture, located at 15101 Midway Road.

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Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial.

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Adjourn Meeting

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Posted at 5:00 p.m. on January 19, 2006  
Mario Canizares, City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH  
DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS  
IN ADVANCE IF YOU NEED ASSISTANCE.**

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 9, 2007  
7:30 p.m. – Town Hall  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow, and Niemann

Absent: None

### Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Will Gilleland with the General Services Department, Judi Steiner with City Manager's Office, Sue Ellen Fairley with City Manager's Office and Zach Crase with the Fire Department.

### Item #R2 - Consent Agenda.

Items #2e, #2f, #2g, #2h were considered separately.

#2a - Approval of the Minutes for the December 12, 2006, Council Meeting.  
(Approved as written)

#2b - Consideration and approval of an agreement authorizing the City Manager to enter into a 9-1-1 billing agreement with Pac-West Telecomm, Inc. (Approved)

#2c - Consideration and approval of an agreement authorizing the City Manager to enter into a 9-1-1 billing agreement with IBFA Acquisition Co., LLC. (Approved)

#2d - Consideration and approval of a contract with Allied Builders, Inc., totaling \$64,000 for painting of the Blueprints sculpture art panels. (Approved)

Councilmember Braun moved to duly approve the above listed items.

Councilmember Mallory seconded. Motion carried.

#2e - Consideration and approval to authorize the City Manager to execute a Discretionary Service Agreement with TXU Electric Delivery Co. for placing the existing overhead electric service lines crossing Addison Road within the project limits of Phase I of the Addison Road Paving and Drainage Improvements project underground.

Councilmember Mallory duly moved to approve Discretionary Service Agreement with TXU Electric Delivery Company.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow  
Voting Nay: None  
Abstained: Niemann  
Absent: None

#2f - Consideration and approval to authorize the City Manager to execute a Master Services Agreement with Kleinfelder for Construction Materials Engineering and Testing. (Approved)

#2g - Consideration and approval to authorize the City Manager to execute a Construction Materials Testing contract with Kleinfelder for the Addison Road Paving and Drainage Improvements project - Phase I pursuant to the Master Services Agreement for Construction Materials Engineering and Testing. (Approved)

#2h - Consideration and approval to authorize the City Manager to execute a supplemental agreement to the Engineering Services Agreement with Birkhoff, Hendricks and Conway, Inc. in the amount not to exceed \$22,000, for engineering and construction design services on Addison Road. (Approved)

Councilmember Kraft moved to duly approve the above listed Items #2f, #2g, #2h.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R3 - Presentation of the Planning and Zoning Commission Annual Report.

Alan Wood introduced members Ted Bernstein and Todd Meier. The Presentation was made by Alan Wood, with assistance from Todd Meier.

Item #R4 - **PUBLIC HEARING**, regarding, and consideration of approval of, an amendment to a Special Use Permit for a restaurant and an amendment to a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, for 29° Tavern, located at 5260 Belt Line Road (currently Bennigan's Tavern), on application from Metro Media Restaurant Group, represented by Mr. Rick Civitarese of ID Group.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mallory made a motion to approve Ordinance #006-058 for a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, for 29° Tavern, located at 5260 Belt Line Road (currently Bennigan's Tavern), on application

from Metro Media Restaurant Group, represented by Mr. Rick Civitarese of ID Group, subject to an upgrade of landscaping.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R5 - PUBLIC HEARING, regarding, and consideration of approval of, a Special Use Permit for a restaurant (yogurt shop), Berry Berry Yogurt, located at 4135 Belt Line Road, on application from VBY, Inc., represented by Charlie Kim.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft made a motion to approve Ordinance 006-059, a Special Use Permit for a restaurant (yogurt shop), Berry Berry Yogurt, located at 4135 Belt Line Road, on application from VBY, Inc., represented by Charlie Kim.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R6 – Consideration and approval to authorize the City Manager to execute a Construction contract, in the amount of \$2,076,920.33, with JRJ Paving, L.P., for the Addison Road Paving and Drainage improvements project – Phase 1.

Councilmember Niemann duly moved to approve the construction contract with JRJ Paving, L.P., subject to approval of Dallas County and City Attorney review.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R7 - Consideration and approval of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Charter Furniture, located at 15101 Midway Road.

Councilmember Niemann duly moved to table item to a future meeting.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R8 – Consideration and approval of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Enterprise Rent a Car, located at 15500 Midway Road.

Councilmember Braun duly moved to deny meritorious exception for granting an exception to Enterprise Rent a Car, located at 15500 Midway Road.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R9 – Consideration and approval of an ordinance granting meritorious exception to Sec. 62-163, Area of Signs, for Enterprise Rent a Car, located at 15500 Midway Road.

Councilmember Mallory moved to deny meritorious exception for granting an exception to Enterprise Rent a Car, located at 15500 Midway Road.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R10 - Consideration and approval of an ordinance granting meritorious exception to Sec. 62-163, Area of Signs, for Sprint, located at 3719 Belt Line Road.

Councilmember Kraft duly moved to approve Ordinance No. 006-060, for a meritorious exception for Sprint, located at 3719 Belt Line Road, with a maximum letter height of 24” and a maximum logo height of 30”.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

At 9:42 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Item:

Item #ES1- Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *Town of Addison v. Bullough/Lykos Office Building No. 1 L.P., et al*, Cause No. 02-14363-B, County Court at Law No. 2, Dallas County, Texas.

The Council came out of Executive Session at 9:55 p.m.

Item #R11- Consideration of any action regarding pending litigation, to wit: *Town of Addison v. Bullough/Lykos Office Building No. 1, L.P., et al*, Cause No. 02-14363-B, County Court at Law No. 2, Dallas County, Texas.

Councilmember Niemann duly moved to approve the settlement regarding the pending litigation, to wit: *Town of Addison v. Bullough/Lykos Office Building No. 1, L.P., et al*, Cause No. 02-14363-B, County Court at Law No. 2, Dallas County, Texas, in the amount identified in the closed session and subject to the determination of title and true ownership of the property.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

There being no further business before the Council, the meeting was adjourned.

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Mayor

Attest:

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City Secretary



**#WS1**

**Council Agenda Item: #WS1**

**SUMMARY:**

Attached is a report conducted by Public Works and we wanted you to have it prior to the work session. Nancy Cline will review this item with the Council during the work session.

**Town of Addison  
2006 Daily Traffic Volume Summary**

Street	Location	2006 Daily Traffic Volumes					1993	1996	1999	2002	2006	Difference 2006-2002	% Change From 2002	Count Date
		NB	SB	EB	WB	Total VPD								
Addison Road	Belt Line Rd to Arapaho Rd	8044	8798			16842	20949	23370	23116	22360	16842	-5518	-25%	10/17/06
	Arapaho Rd to Addison Circle	8057	10776			18833	18526	23431	23304	27039	18833	-8206	-30%	10/17/06
	Addison Circle to Airport Pkwy	8657	8764			17421	17505	23260	22902	20636	17421	-3215	-16%	10/17/06
	Airport Pkwy to Keller Springs Rd	8460	9081			17541	17130	22034	21492	19814	17541	-2273	-11%	10/17/06
	Keller Springs Rd to Westgrove Dr	8494	9705			18199	18076	20097	19439	18169	18199	30	0%	10/17/06
	Westgrove Dr to Sojourn Dr	7097	6125			13222	9359	10435	12332	11952	13222	1270	11%	10/17/06
	Sojourn Dr to Trinity Mills Rd	9274	5133			14407	6832	9131	9532	11071	14407	3336	30%	10/17/06
Addison Circle	Addison Road to Witt Place			855	700	1555	NR	NR	NR	NR	1555	NA	NA	10/17/06
	Quorum Drive to Lewis Place			1595	1243	2838	NR	NR	NR	NR	2838	NA	NA	10/17/06
	West of Dallas Parkway			1789	1021	2810	NR	NR	NR	NR	2810	NA	NA	10/17/06
Airport Parkway	West of Addison Rd			642	343	985	1152	1465	1206	1416	985	-431	-30%	10/17/06
	Addison Rd to Quorum Dr			2476	1388	3864	NR	NR	5119	4628	3864	-764	-17%	10/17/06
	Quorum Dr to Dallas Pkwy			1524	2942	4466	1597	3001	2918	3437	4466	1029	30%	10/17/06
Arapaho Road	Marsh Lane to Surveyor Blvd			5026	4851	9877	NR	NR	NR	NR	9877	NA	NA	10/24/06
	Surveyor Blvd to Addison Rd			4365	6125	10490	NR	NR	NR	NR	10490	NA	NA	10/24/06
	Addison Rd to Quorum Dr			5588	6108	11696	16097	13266	6271	8934	11696	2762	31%	10/24/06
	Quorum Dr to Dallas Pkwy			10320	11322	21642	11731	11181	15477	20475	21642	1167	6%	10/24/06
Belt Line Road	West of Marsh Ln			16599	15286	31885	42847	54212	45836	41117	31885	-9232	-22%	11/01/06
	Marsh Ln to Surveyor Blvd			18251	18702	36953	41054	54846	50865	52747	36953	-15794	-30%	11/01/06
	Surveyor Blvd to Midway Rd			19192	20479	39671	40010	52709	46858	46483	39671	-6812	-15%	11/01/06
	Midway Rd to Beltway Dr			24139	22649	46788	54199	59148	59380	52343	46788	-5555	-11%	11/01/06
	Beltway Dr to Addison Rd			26189	24450	50639	52243	69591	59116	54677	50639	-4038	-7%	11/01/06
	Addison Rd to Quorum Dr			23699	22840	46539	49026	68757	55938	50635	46539	-4096	-8%	11/01/06
	Quorum Dr to Dallas Pkwy			31004	24081	55085	44949	66777	58103	55382	55085	-297	-1%	11/01/06
Beltway Drive	Dallas Pkwy to Montfort Dr			20438	21589	42027	42046	49905	47040	46858	42027	-4831	-10%	11/01/06
	Marsh Ln to Surveyor Blvd			1834	1992	3826	4346	8909	5109	4414	3826	-588	-13%	11/01/06
	Surveyor Blvd to Midway Rd			1749	1807	3556	4822	5925	5733	4530	3556	-974	-22%	11/01/06
	East of Midway Rd			1496	1143	2639	4965	5908	5019	4211	2639	-1572	-37%	11/01/06
Beltwood Parkway	South of Belt Line Rd	1377	1085			2462	4603	5225	4102	3519	2462	-1057	-30%	11/01/06
	South of Belt Line Rd	2023	1640			3663	2879	3163	3261	3431	3663	232	7%	10/25/06
Brookhaven Club Dr	West of Marsh Ln			4561	4333	8894	9360	12494	11228	8434	8894	460	5%	10/24/06
	Marsh Ln to Spring Valley Rd			5587	5343	10930	11700	12947	12706	11698	10930	-768	-7%	10/24/06
Celestial Road	East of Montfort Dr			373	388	761	642	866	895	929	761	-168	-18%	11/01/06
Dallas Parkway	Quorum Dr to Belt Line Rd	12073	13165			25238	23754	29668	28013	27657	25238	-2419	-9%	10/25/06
	Belt Line Rd to Arapaho Rd	23645	15295			38940	30745	37271	35221	32242	38940	6698	21%	10/25/06
	Arapaho Rd to Airport Pkwy	14174	17336			31510	20837	28678	29387	26451	31510	5059	19%	10/25/06
Edwin Lewis	Arapaho to Quorum			1209	883	2092	NR	NR	NR	NR	2092	NA	NA	10/25/06
	Quorum to Spectrum			1987	1793	3780	NR	NR	NR	NR	3780	NA	NA	10/24/06
Excel Parkway	Westgrove Dr to Addison Rd			767	739	1506	NR	1479	1666	1455	1506	51	4%	10/17/06
Inwood Road	South of Belt Line Rd	7717	8274			15991	17958	19073	19631	18102	15991	-2111	-12%	11/01/06
Keller Springs Road	West of Addison Rd			6068	3732	9800	NR	NR	7093	7744	9800	2056	27%	11/01/06
	Addison Rd to Ledgemont Ln			6568	6542	13110	NR	NR	16554	15676	13110	-2566	-16%	11/01/06
	Quorum Drive to Dallas Pkwy			11940	7943	19883	8916	13292	19425	19867	19883	16	0%	11/01/06
Landmark Boulevard	Landmark Place to Belt Line Rd	1079	1394			2473	2962	4011	3759	2914	2473	-441	-15%	10/25/06
	South of Landmark Blvd	664	727			1391	NR	NR	NR	1596	1391	-205	-13%	10/25/06
Landmark Place	Quorum Drive to Landmark Blvd			2160	1866	4026	NR	NR	NR	NR	4026	NA	NA	10/25/06
Lindbergh Drive	Billy Mitchell Dr to Midway Rd			1118	1154	2272	NR	5005	4195	3289	2272	-1017	-31%	11/01/06
	Midway Rd to Addison Rd			2757	2254	5011	10373	14635	9485	7623	5011	-2612	-34%	11/01/06

**Town of Addison  
2006 Daily Traffic Volume Summary**

Street	Location	2006 Daily Traffic Volumes					1993	1996	1999	2002	2006	Difference 2006-2002	% Change From 2002	Count Date	
		NB	SB	EB	WB	Total VPD									
Marsh Lane	South of Brookhaven Club Dr	19899	28718			48617	36878	41517	47392	43090	48617	5527	13%	10/24/06	
	Brookhaven Club Dr to Spring Valley Rd	17756	17996			35752	32621	35518	45201	39003	35752	-3251	-8%	10/24/06	
	Spring Valley Rd to Beltway Dr	19236	18729			37965	37196	39526	46984	40280	37965	-2315	-6%	10/24/06	
	Beltway Dr to Belt Line Rd	18172	18733			36905	33987	53467	42032	40051	36905	-3146	-8%	10/24/06	
	North of Belt Line Rd					0	34325	46321	44966	42655	NR	NA	NA	NA	
	Belt Line Rd to Arapaho Rd	18602	19078			37680	NR	NR	NR	NR	37680	NA	NA	NA	10/24/06
Arapaho Rd to Railroad Tracks	19515	20486			40001	NR	NR	NR	NR	40001	NA	NA	NA	10/24/06	
Midway Road	Lindbergh Dr to Keller Springs Rd	16694	20062			36756	44065	40653	51074	38644	36756	-1888	-5%	11/01/06	
	Belt Line Rd to Lindbergh Dr	17561	17455			35016	40179	41290	47459	41832	35016	-6816	-16%	11/01/06	
	Beltway Dr to Belt Line Rd	20487	20547			41034	43665	44997	42853	47925	41034	-6891	-14%	11/01/06	
	Proton Dr to Beltway Dr	20045	19908			39953	47484	52214	48266	48474	39953	-8521	-18%	11/01/06	
	Spring Valley Rd to Proton Dr	22489	22041			44530	46836	53779	45312	46753	44530	-2223	-5%	11/01/06	
	South of Spring Valley Rd	31074	26927			58001	54508	58805	63669	65360	58001	-7359	-11%	11/01/06	
Montfort Drive	Verde Valley to Sakowitz Dr	10201	9718			19919	NR	NR	15540	16451	19919	3468	21%	11/01/06	
	Sakowitz Dr to Belt Line Dr	10070	9124			19194	15500	17523	14667	13953	19194	5241	38%	11/01/06	
Paladium Drive	East of Montfort Dr			565	368	933	1358	1015	873	885	933	48	5%	11/01/06	
Quorum Drive	Landmark Place to Belt Line Rd	7499	4190			11689	8739	11390	13301	10169	11689	1520	15%	10/17/06	
	Belt Line Rd to Edwin Lewis Dr	6530	5005			11535	10261	10143	12256	12511	11535	-976	-8%	10/17/06	
	Arapaho Rd to Addison Circle	5079	3740			8819	NR	NR	9944	11382	8819	-2563	-23%	10/17/06	
	Addison Circle to Airport Pkwy	3328	2699			6027	6262	4274	7698	8284	6027	-2257	-27%	10/17/06	
	Airport Pkwy to Keller Springs Rd	4577	2594			7171	5946	4510	8585	9122	7171	-1951	-21%	10/17/06	
	Keller Springs Rd to Westgrove Dr	1365	1407			2772	3518	3056	3800	4009	2772	-1237	-31%	10/17/06	
Sakowitz Drive	Montfort Dr to Belt Line Rd	2211	413			2624	2258	3677	2836	2999	2624	-375	-13%	11/01/06	
Sojourn Drive	Midway Rd to Westgrove Dr	3507	8676			12183	10047	11489	12160	11028	12183	1155	10%	10/18/06	
	Westgrove Dr to Addison Rd	2460	2663			5123	6079	5365	5626	5161	5123	-38	-1%	10/18/06	
	Addison Rd to Dallas Pkwy	653	1593			2246	NR	NR	2363	2074	2246	172	8%	10/18/06	
Spectrum Drive	Dallas Pkwy to Edwin Lewis Dr	1617	1570			3187	3107	3729	2725	2190	3187	997	46%	10/25/06	
	Edwin Lewis Dr to Arapaho Rd	2066	809			2875	NR	NR	NR	NR	2875	NA	NA	10/25/06	
	Arapho Rd to Railroad Tracks	1599	763			2362	NR	NR	NR	NR	2362	NA	NA	10/25/06	
	Calloway to Airport Parkway	798	307			1105	NR	NR	NR	NR	1105	NA	NA	10/25/06	
Spring Valley Road	Marsh Ln to Brookhaven Club Dr			5599	5818	11417	12349	14071	14426	12969	11417	-1552	-12%	10/18/06	
	Brookhaven Club Dr to Midway Rd			9443	9692	19135	21927	23498	23130	22878	19135	-3743	-16%	10/18/06	
	East of Midway Rd			12867	11632	24499	27902	31194	30838	29167	24499	-4668	-16%	10/18/06	
Surveyor Boulevard	Beltway Dr to Belt Line Rd	1725	1699			3424	NR	3490	4526	3117	3424	307	10%	10/18/06	
	North of Belt Line Rd					0	NR	6458	6836	5436	NR	NA	NA		
	Belt Line Rd to Arapaho Rd	3202	3315			6517	NR	NR	NR	NR	6517	NA	NA	10/18/06	
	Arapaho Rd to Railroad Tracks	2831	4365			7196	NR	NR	NR	NR	7196	NA	NA	10/18/06	
Westgrove Drive	Dallas Pkwy to Addison Rd			3034	3361	6395	8055	8528	8849	7716	6395	-1321	-17%	10/17/06	
	Addison Rd to Sunbelt Dr					0	9366	11024	11986	10497	NR	NA	NA		
	Excel Pkwy to Sojourn Dr					0	10287	12600	13298	11951	NR	NA	NA		
	Addison Rd to Sojourn Dr			4744	5126	9870	NR	NR	NR	NR	9870	NA	NA	10/17/06	
	Sojourn Dr to Trinity Mills Rd			3868	4828	8696	6520	8385	10141	8572	8696	124	1%	10/17/06	
	Winwood Drive	South of Belt Line Rd	318	343			661	609	664	874	830	661	-169	-20%	11/01/06

**Proposed Guidelines and Policies for the naming of Parks and Facilities**

1. When naming a park after a person, at least one of the following stipulations should be met:
  - a) The person has donated the land to be used.
  - b) The person has provided significant contributions to acquire the land or has sold the land to the town at a price significantly below market value.
  - c) The person has made significant and consistent long-term contributions to the Town of Addison.
  - d) The person shall not have been an employee or council-member/mayor of the Town of Addison for at least five years.
  
2. When appropriate, parks and facilities can be named after predominant geographical or physical features of the land. These may include natural (rivers, trees, etc) or manmade (subdivisions, buildings, etc) features.
  
3. Parks may be named after historical events that are specific to the Town of Addison.
  
4. Council will only re-name a maximum of 3 parks or facilities per year (this does not include new parks and facilities, rather just the re-naming of existing parks and facilities).
  
5. Different sections of parks and facilities may carry names that differ from that of the overall park or facility. This may include the naming of individual items in a park or facility (such as a tree or a room). However, the above guidelines shall still apply in choosing a name.

\*The above are guidelines only. Meeting any or all of the above guidelines does not guarantee that a park or facility will carry any certain name. Ultimately, all naming decisions are to be made by the Addison City Council. They are free to make exceptions to these guidelines as they see appropriate.

# Addison!

RECEIVED

JAN 11 2007

CITY MANAGER

CHRIS TERRY

Assistant City Manager

(972) 450-7010

Fax (972) 450-2834

e-mail: cterry@ci.addison.tx.us

Town of Addison

16801 Westgrove Drive

P.O. Box 9010

Addison, Texas 75001-9010

Ron-

I asked Carmen for the list of historical street names being used for new streets and this is what she gave me. It's straight out of the History Book.

However, Carmen told me that the SNK developers who are building the new street through from DNP to Spectrum had a working name of "Alegro" which doesn't mean anything to any of us. I have put the ~~brackets~~ <sup>brakes</sup> on that name until I get feedback from you.

I will follow up w/ you.

Chris

1/11/07



## *Addison Incorporates*

In the early 1950s there was increasing speculation in the Addison community that the neighboring cities of Carrollton, Farmers Branch, or Dallas would annex property in the Addison area. Many Addison residents were concerned that Addison would lose its distinct identity and fall victim to the plight of neighboring communities like Frankford, Alpha and Renner who were absorbed by the development of the region. On May 15, 1953, thirty-eight Addison residents petitioned Dallas County Judge W. L. Sterrett for an election to be "incorporated for municipal purposes as a Town, under the Alderman form of government."

The amount of land being incorporated was small, less than two square miles. Interestingly, Addison's present Town Hall, the former home of Mr. and Mrs. J. B. McEntire, was not even in the original city limits, but was annexed into town shortly after incorporation. The election was held on June 13, 1953, at the Addison Gin office, with Marcus Morris serving as presiding judge. Since Addison did not have a city hall to officially post the election notice, notices were posted at the Addison Gin Office, the Calloway Service Station, and the post office. On election day, there were nineteen votes in favor of corporation and eleven opposed. The ayes won.

The next election was held on June 27, 1953, to elect a mayor, five aldermen, a town secretary, and the town marshal. The victorious candidates were: M. W. Morris for Mayor; Guy Dennis, Robert W. Wood, J. E. Julian, Jr., Dr. H. T. Nesbit, and Seldon Knowles for Aldermen; C. V. Goodman for Town Secretary; and Delbert Brimmage for Town Marshal.

The first item of business for the new City Council was to grant a fifty-year franchise agreement to Texas Power and Light Company. The City Council met in the Community House, now known as the Stone Cottage, for almost twenty years, before building the Municipal Complex at 4500 Belt Line Road just east of Midway Road.

Addison was fortunate to have Marcus Morris serve as the town's first mayor, and the men who served with him on the first City Council. These men had lived in Addison for many decades and were devoted to their community. Those who served on the City Councils in those early, formative days were dedicated citizens who gave great time and effort to serve their community. Since there was no paid city staff, many times Councilmembers would take on special projects and responsibilities to help administer the governing functions of the community.

## *Those petitioning the incorporation election were:*

*Myrtle Atkins*  
*Raymond E. Atkins*  
*Mrs. A. W. Breedlove*  
*Delbert Brimmage*  
*C. C. Callaway*  
*N. P. Coleman*  
*Guy Dennis*  
*Hattie Dennis*  
*T. E. Dennis*  
*T. W. Gallop*  
*J. H. Hudgins*  
*Nay Hudgins*  
*Marcelle K. Jones*  
*C. M. Julian*  
*Mrs. J. E. Julian*  
*J. E. Julian, Jr.*  
*Mrs. J. E. Julian, Jr.*  
*J. E. Julian, Sr.*  
*Orvata Julian*  
*A. O. Keeler*  
*Mrs. A. O. Keeler*  
*Seldon B. Knowles*  
*C. E. Lewis*  
*Edwin B. Lewis*  
*A. E. Marcy*  
*Mrs. A. E. Marcy*  
*M. W. Morris*  
*Mrs. M. W. Morris*  
*Harold T. Nesbit*  
*Mrs. H. T. Nesbit*  
*May E. Odom*  
*Roy B. Pierce, Jr.*  
*J. B. Pirile*  
*Jeff Ringo*  
*C. O. Seabolt*  
*J. T. Thomas*  
*Robert W. Wood*  
*Mrs. Robert W. Wood*

**#WS3**

**Council Agenda Item #WS3**

Update regarding the Addison Pacesetters Program. This information will be given during the work session.

**#R3**

**Council Agenda Item: #R3**

**SUMMARY:**

Bunny Summerlin will be receiving the Person of the Year Award from the Metrocrest Chamber of Commerce. It was suggested that the Council recognize Ms. Summerlin for her achievements with a proclamation at the Council meeting. The proclamation will be made available at Tuesday evening's meeting.



#R4

**Council Agenda Item: #R4**

**SUMMARY:**

Jeff Barker with Chamberlain's Restaurant and the Dallas Restaurant Association would like to make some brief comments to the Council. Mr. Barker is President of the Association and would also like to introduce other members that are located in Addison.

**Council Agenda Item: #R5**

**SUMMARY:**

This item is to request Council's approval of a contract with Mercury Communication Services, Inc. for the upgrade of the existing phone system. We released a RFP for this item on November 03, 2006. There were 14 companies that we directly mailed the proposal to and 13 companies that downloaded the bid documents from Demandstar. We received two (2) bids. Copies of the contract, RFP, and the evaluation sheet are attached.

**FINANCIAL IMPACT:**

Total cost of the system: \$207,613.25  
Budgeted amount: \$250,000

**BACKGROUND:**

This item was brought before the Council on October 24, 2006 and due to the fact that staff recommended Mercury Communication Services, Inc. as a sole source it was tabled ... Consequently, we released a RFP on November 03, 2006 and as a result we received two (2) proposals. **Bidders were required to submit two options:**

1. Upgrade our existing system (hardware and software) to the latest NEC PBXs, re-using as much existing hardware as possible,
2. Replace the existing system with the latest NEC PBXs. Assume all hardware and software is replaced.

**TIMELINE**

<b>Event</b>	<b>Date</b>
RFP Issued	11-03-2006
RSVP for Site Visit (Optional)	11-20-2006
Site Visit (Optional)	11-27-2006
Due Date for Questions	12-01-2006
Proposal Due Date	12-08-2006
Decision Date	12-22-2006
Present to City Council for Approval	01-09-2007

The order of the selection process was to compare the Replacement Proposals first and if it became necessary then compare the Upgrade Proposals.

Mercury's Replacement Proposal was rejected because of its total cost, which is significantly higher than all other options.

Optus's Replacement Proposal was rejected primarily because it involved a re-design of our existing hardware that would result in less uptime in the event of a hardware failure (several minutes vs. near-instantaneous failover), which we deem critical due to the Town's responsibilities in providing municipal services. In addition, there was also the possibility of feature loss/differences at the Service Center, which would go from a 2400 PBX to a 2000 PBX under this proposal. Given these compromises, the cost difference was not enough to justify this proposal.

Mercury's Upgrade Proposal is higher than Optus's Upgrade Proposal by \$4,784.23, or ~2.3%, but the staff recommends the Mercury Upgrade Proposal for the following reasons:

1. Mercury cited six DFW area municipalities as references whose systems have requirements and specifications similar to ours:

- City of Saginaw
- City of Commerce
- City of Benbrook
- City of Crowley
- City of DeSoto
- City of Glen Heights

Optus cited one municipality, the City of Lake Jackson, TX, as its only government reference.

2. Item 38 in RFP asked bidders to provide a disaster recovery success story.

Mercury cited a disaster recovery incident in which they restored basic phone service to the City of Desoto site by 10am the day after a tornado.

Mercury also worked with American Red Cross, one of its customers, to provide phone service during Hurricane Katrina disaster relief.

Furthermore, Mercury has pre-built "crash kits" to expedite disaster recovery efforts, demonstrating a proactive approach to disaster recovery.

Optus cited a disaster recovery incident in which they replaced a newly installed PBX that was ruined by flooding in a building, expediting a 3-month job into 3 weeks. This example demonstrates Optus's ability to replace a failed/destroyed system with a fully configured replacement. This is a commendable example of Optus' customer service, but it does not demonstrate how rapidly Optus can setup temporary service until the fully configured replacement is ready. Mercury's examples demonstrate (1) how rapidly they can respond to restore at least basic service, (2) that they have experience providing services under conditions in which basic infrastructure may have been destroyed by disaster, and (3) that they have made specific preparations for disaster recovery.

3. Addison has been receiving unprecedented attention during the past 10 years in spite of not having an annual maintenance agreement in place with Mercury. Optus has indicated in emergency situations they will give high priority to those customers who carry the maintenance agreement ...

This proposed upgrade will include upgrading/replacing the NEC equipments at every site including Town Hall, Finance, Police, Fire, Athletic Club, Fire Station 2, and Conference and Theater centre. This upgrade will also over-haul the “main host phone system” at the Service Center with full level of redundancy at the CPU, power supplies on each shelf and the main switch matrix cards. AVST Voice Mail system and all the existing phone instruments also will be replaced.

This hybrid system has a **dual T1 and Fiber connectivity module** which guarantees the scalability of the transmission line and the integration of Voice/IP Technology further down the road **(phase II)**...

Mercury is an authorized dealer for NEC business telephones and advanced applications, AVST voice mail and unified messaging, Southwestern Bell, XO and Sprint. Since its inception, Mercury has been the proud recipient of many prestigious awards such as: NEC’s Top Producer in Texas, as well as in the top 10% in the United States, Southwestern Bell’s Agent of the Year, Sprint’s President Club, and an AVST Platinum Dealer. Mercury Communication Services has serviced the Town’s telephone and voice mail systems over the last ten years and has always viewed the Town of Addison as one of their premier customers.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with Mercury Communication Services, Inc. for the upgrade, and installation of the phone system in the amount not to exceed \$207,613.25.

	Mercury	Optus		Mercury	Optus	
	Upgrade Cost	Upgrade Cost		Replacement Cost	Replacement Cost	Notes
Digital Phones (200 + 25)	\$50,822.00	\$44,604.07		\$50,822.00	\$44,604.07	
Voice Mail	\$12,905.85	\$12,912.00		\$12,905.85	\$12,912.00	Mercury - software & labor only; Optus includes hardware
Service Center	\$47,312.13	\$51,758.06		\$118,131.72	\$70,976.42	
Fire1/Police	\$16,290.98	\$11,801.18		\$29,087.00	\$25,872.58	
Fire2/Athletic	\$14,416.15	\$12,302.01		\$19,479.96	N/A	Optus pp. 78-81 survivable remote unit instead of 2000 PBX
Conference/Theatre	\$14,416.15	\$12,326.69		\$19,479.96	\$24,447.32	
Town Hall	\$10,712.95	\$12,302.01		\$16,406.65	N/A	Optus pp. 78-81 survivable remote unit instead of 2000 PBX
Finance	\$10,800.46	\$12,302.01		\$16,502.03	N/A	Optus pp. 78-81 survivable remote unit instead of 2000 PBX
Attendant Console	\$3,600.00	\$6,207.31		\$3,600.00	\$1,546.31	
Unified Messaging (200)	\$3,750.00	\$8,010.00		\$3,750.00	\$8,010.00	
New Cabinets	included	\$4,636.68		included	included	
Redundancy	\$15,526.58	\$14,980.00		\$15,526.58	Special	
<b>SUB TOTAL</b>	<b>\$200,553.25</b>	<b>\$204,142.02</b>		<b>\$305,691.75</b>	<b>\$188,368.70</b>	
After Hours Labor	\$7,060.00	\$3,600.00		\$10,850.00	\$4,050.00	
<b>CONTRACT GRAND TOTAL</b>	<b>\$207,613.25</b>	<b>\$207,742.02</b>		<b>\$316,541.75</b>	<b>\$192,418.70</b>	
Voice Mail Server	\$4,913.00	included		\$4,913.00	included	Mercury - we would purchase voice mail server ourselves
<b>PHASE I GRAND TOTAL</b>	<b>\$212,526.25</b>	<b>\$207,742.02</b>		<b>\$321,454.75</b>	<b>\$192,418.70</b>	

## TERMS AND CONDITIONS

### **CUSTOMER RESPONSIBILITIES**

Purchaser is responsible for each and all of the following:

1. The completion of all building, electrical conduit and cabling work to the location of the installation main telephone equipment room prior to the date of delivery of the Equipment to the Installation Address; and
2. the installation of telephone wires and any conduit through which telephone wires are to be installed, and any special wiring, cabinets and backboards required under the appropriate building, electrical or other codes or regulations in the demised premises including the main telephone equipment room; and
3. the installation of electrical outlets with the proper voltage for operation of the Equipment; and
4. providing the appropriate clean, air-conditioned environment necessary for the continuous operation of the Equipment; and
5. the ordering and installation of all telephone lines, circuits, cables, fiber connectors or other media providing the aligned services necessary to operate the Equipment in the manner for which it is intended, including laying, running, digging, cutting, patching, trenching and repairs necessary to bring the aligned services to the main telephone equipment room, ready for installation connection to the Equipment and circuit confirmation.

### **MERCURY RESPONSIBILITIES**

Mercury's obligations under this Contract are as follows:

1. Installation in a prompt and expeditious manner of the Equipment itemized and purchased in the Description section under the terms and conditions of this Agreement; all Equipment and all other parts or materials shall be new; and
2. Mercury will assist Purchaser, to the best of its ability, in obtaining trunk lines, and the timely delivery and installation of the Equipment, but Mercury shall be excused from any delay in the installation of the Equipment or trunk lines arising out of causes beyond its reasonable control; and
3. Mercury will establish projected delivery and cutover dates, but all dates established shall be considered approximate, and under no circumstance shall Mercury be liable for damages, special, consequential, or otherwise, resulting from delay or failure to give notice of delay, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct; and
4. Mercury shall only be responsible for pulling cable or extracting cable at the installation site if such work is specifically delineated as being within the scope of work to be done in the Description section of this Agreement; and
5. Mercury shall not be held responsible for damages resulting from the attempted or completed installation of "J" hooks or other similar fasteners in walls, ceilings, partitions, rafters, floors, and roofs, when such "J" hooks or other similar fasteners are necessary to the installation and operation of the Equipment, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct.
6. Mercury will retain risk of loss and damage for all Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Mercury of any Equipment) and installation.
7. Mercury is responsible for any injury, damage, or destruction caused by or resulting from any act or omission of Mercury or of Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons").
8. Mercury shall procure at its own expense and maintain at all times while Mercury is performing services under this Contract at the Purchaser's facilities, (a) a commercial general liability insurance policy with minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations (\$1,000,000 products/ completed operations aggregate) and owner's and contractor's protective insurance (coverage for products/completed operations must be maintained for at least two (2) years after the termination of this Contract); such coverage must be amended to provide for an each-project aggregate limit of insurance (an alternative would be to have separate limits for all lines of general liability coverage for each project), (b) comprehensive automobile liability insurance policy at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired automobile coverage, (c) technology errors and omissions insurance (which must not contain an exclusion for personal injury or property damage) for electronic data processing consultants at minimum limits of \$1,000,000 (and such insurance must be maintained for at least two (2) years after the termination of this Contract; if such coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Contract (or earlier) must be maintained during the full term of this Contract), and (d) Workers Compensation insurance at statutory (Texas) limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

With reference to the foregoing insurance requirements, Mercury shall specifically endorse applicable insurance policies as follows: (i) the Town of Addison, Texas shall be named as an additional insured with respect to general liability and automobile liability; (ii) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions; (iii) a waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies; (iv) all insurance policies shall be endorsed to require the insurer to provide at least thirty (30) days notice to the Town of Addison of any material change in the insurance coverage; (v) all insurance policies shall be endorsed to the effect that the Town of Addison will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance (vi) all insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance; (vii) required limits may be satisfied by any combination of primary and umbrella liability insurances; (viii) Mercury may maintain reasonable and customary deductibles, subject to approval by the Town of Addison; (ix) insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, provided to the Purchaser, and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein; (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison; and (iii) upon request, Mercury shall furnish the Town of Addison with certified copies of all insurance policies.

9. MERCURY AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES OF ANY NATURE WHATSOEVER (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) MERCURY'S PERFORMANCE OF THIS CONTRACT, (B) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF MERCURY'S OBLIGATIONS UNDER THIS CONTRACT, AND (C) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF MERCURY OR OF ANY MERCURY PERSONS UNDER, RELATED TO, OR IN CONNECTION WITH, THIS CONTRACT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

WITH RESPECT TO MERCURY'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN, MERCURY SHALL HAVE NO DUTY TO INDEMNIFY ANY OF THE INDEMNIFIED PERSONS FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSONS. FURTHER, IF AN INDEMNIFIED PERSON SUFFERS DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF MERCURY AND PURCHASER, MERCURY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO MERCURY'S OWN PERCENTAGE OF RESPONSIBILITY.

With respect to Mercury's duty to defend set forth herein in subsection, Mercury shall have the duty, at its sole cost and expense, through counsel of its choice (subject to Purchaser's reasonable consent), to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Contract. In the event that Mercury fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Contract, Purchaser (and any of the Indemnified Persons, as the case may be) shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Mercury,

and Mercury shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town (and any of the Indemnified Persons, as the case may be) in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

The terms and provisions of the defense and indemnity set forth in this Contract shall survive the expiration or termination of this Contract.

#### **DELIVERY AND CUTOVER DATES**

"Cutover Date" is the date on which Purchaser is notified in writing by Mercury (the "Initial Substantial Performance Notice") that the Equipment is installed and substantially performs the function for which it is intended. If the Equipment does not substantially perform to Purchaser's satisfaction as of the Cutover Date, Mercury will correct the deficiencies, and the Cutover Date shall be extended to the date on which the Equipment substantially performs to Purchaser's satisfaction; provided, however, that if after ten (10) calendar days (unless further extended by Purchaser) following the date of the Initial Substantial Performance Notice, the Equipment still has not met all of the specifications and the terms and conditions of this Contract to Purchaser's satisfaction, Purchaser may elect to exercise any of its remedies. Minor performance conditions, unavailability of certain features, or failures, which do not materially affect or impede the basic function of the entire system do not affect the Cutover Date. The Cutover Date is not affected by the failure of the system to operate due to the unavailability of electrical power or trunk lines from the serving utility companies or by Purchaser's failure to meet any of its responsibilities or perform any of its obligations prior to Equipment installation.

No use of the Equipment by Purchaser prior to the final acceptance date of the Equipment by the Purchaser shall constitute an acceptance of the Equipment, any component thereof, or any of Mercury's services.

#### **TERMINATION**

(A) **Termination for Cause.** Either party may terminate this Contract for the other party's failure to meet any material obligation hereunder if the defaulting party has failed to take corrective action within seven (7) days (or such longer period as the parties may agree) of its receipt of written notification of a failure, which corrective action has a substantial likelihood of effecting a cure of the failure within a reasonable period thereafter. If Purchaser terminates the Agreement for an uncured failure by Mercury, Purchaser will pay Mercury for any Equipment that Purchaser elects to accept. Purchaser will return to Mercury any Equipment that it does not elect to accept and pay for. Mercury will pay to Purchaser the actual damages that are caused by Mercury's failure.

(B) **Termination for Convenience.** Purchaser, by written notice, may terminate this Contract, in whole or in part. Upon receipt of the termination notice, Mercury will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Contract (except as necessary to complete the continuing portion of the Contract, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of Purchaser, settle all outstanding liabilities arising thereunder, deliver to Purchaser all Equipment in progress (including all applicable interests in and rights thereto), completed work, supplies, and services produced or acquired for the work terminated, and complete performance of any work not terminated. Purchaser will pay Mercury for all Equipment delivered and installed and for Mercury's services provided through the effective date of termination.

(C) **Failure of Equipment to Work Properly.** In the event the Equipment or any portion thereof does not conform to applicable Equipment specifications and does not work to Purchaser's satisfaction, Purchaser may, at its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies: (i) require continued refinement and retesting of the Equipment; (ii) accept the Equipment with an equitable price adjustment for the non-conforming part of the Equipment; or (iii) return the Equipment, in whole or in part, and receive from Mercury a repayment of any funds paid to Mercury by Purchaser under this Contract and any damages resulting from the failure of the Equipment to work properly (and Mercury shall remove the Equipment and reinstall the existing equipment).

#### **ASSIGNMENT**

Neither Mercury nor Purchaser shall assign, transfer, or otherwise convey, or subcontract, this Contract or any of their respective rights, obligations, duties, and responsibilities contained herein, without the prior written consent of the other party, and any such assignment, transfer, conveyance, or subcontract without the other party's prior written consent shall be considered null and void.

#### **MISCELLANEOUS**

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained therein.

This Contract shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of law provisions) and is fully performable in Dallas County, Texas. The parties agree that the exclusive venue of any action to construe, enforce or interpret this Contract shall be in Dallas County, Texas.

This Contract contains the entire agreement of the parties hereto with respect to the sale of equipment and no modifications, additions or amendments hereto shall be valid unless in writing and signed by Mercury and the Purchaser.

Mercury shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow the Purchaser to exercise discretion or control over the professional manner in which Mercury performs the services which are the subject matter of the Contract; provided always however that the services to be provided by Mercury shall be provided in a manner consistent with all applicable standards and regulations governing such services. In no event shall the Purchaser have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Mercury hereunder, notwithstanding any of the rights and authority of the Purchaser set forth in this Contract.

#### **WARRANTY AND MAINTENANCE PROGRAM**

**Limited Warranty-First Year.** Subject to the provisions of this section, Mercury warrants ("Limited Warranty") that the Equipment will be free from defects in material and workmanship and will conform to applicable Equipment specifications for a period of one (1) year (the "Original Warranty Period") from the Cutover Date.

**Mercury Investment Protection Plan.** Subject to the provisions of this section and the terms and conditions of the Mercury Investment Protection Plan, Mercury and Mercury Protection, Inc. ("Protection") warrant that the Equipment will be free from defects in material and workmanship and will conform to applicable equipment specifications for a period of four (4) years ("Extended Warranty Period") from the expiration of the Original Warranty Period. These Terms and Conditions shall apply to such Mercury Investment Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Investment Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Mercury Maintenance Protection Plan.** If purchased, and subject to the provisions of this section and the terms and conditions of the Mercury Maintenance Protection Plan Agreement attached hereto, Mercury and Protection will provide a total maintenance program for the Equipment during the Extended Warranty Period. These Terms and Conditions shall apply to such Mercury Maintenance Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Maintenance Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Other Warranty.** Mercury warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Mercury's line of business as of the time such services and work are provided. Mercury covenants that its services and work shall meet the Purchaser's standard work rules, security regulations or similar requirements if Mercury is informed of same. Mercury warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in connection with this Contract in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other governmental entities.

Mercury represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the Purchaser) the Equipment and any other items to be delivered by Mercury hereunder.

In connection with this Contract and prior to the Final Acceptance Date, Mercury shall, with respect to the Equipment assign to the Purchaser all benefits of the manufacturer's warranty on such Equipment, or any other guarantee which may apply to any such Equipment, if Mercury has such benefits, warranty or guarantee. Any third party warranties shall begin on the final acceptance date. In addition, Mercury represents that: (i) any third party products shall be of satisfactory quality and fit for any purpose held out by Mercury and its subcontractors; (ii) such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Mercury, and its subcontractors; and (iii) such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

Mercury warrants that all work performed under this Contract shall be free and clear of liens, claims, security interests or encumbrances in favor of Mercury, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Contract. MERCURY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (TOGETHER, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM( AS A RESULT OF ANY LIEN FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY SUCH WORK, OR ANY OTHER PROPERTY OF THE PURCHASE OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS. Mercury shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the Purchaser and any third party free and clear of all liens.

Prior to execution of this Contract, Mercury evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas. Purchaser assumes no responsibility or liability for the physical condition or safety of any site or any improvements located on any site. Mercury shall be solely responsible for providing a safe place for the performance of its work.

Mercury represents and warrants that it is and shall be during all time of this Contract duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Mercury's ability to perform its obligations hereunder.

**Limitations.** If any defects covered by the Limited Warranty or Mercury Investment Protection Plan appear within any warranty period, Mercury shall have the option of repairing or replacing (with new Equipment) the Equipment at its sole expense. Such repair or replacement shall be Purchaser's exclusive remedy for breach of warranty, and such repair or replacement shall be to Purchaser's satisfaction. The Limited Warranty, Mercury Investment Protection Plan and Mercury Maintenance Protection Plan program do not extend to any Equipment which has been (a) misused, neglected, abused or involved in or subjected to an accident (except for misuse, neglect, abuse or accident resulting from any act or omission of Mercury or any Mercury Persons), (b) modified, rewired, repaired, altered, reworked or redesigned by anyone other than Mercury without its prior written approval, (c) installed by someone other than Mercury, its affiliates, or any Mercury Persons, or (d) used in violation of instructions furnished by Mercury (except for such use by Mercury, its affiliates, or any Mercury Persons).

Equipment must be installed by Mercury and operated within an environment meeting or exceeding minimum operational environmental conditions as defined by equipment manufacturers documentation.

PURCHASER AGREES THAT ITS EXCLUSIVE REMEDIES AND MERCURY'S ENTIRE LIABILITY WITH RESPECT TO THE EQUIPMENT IS AS SET FORTH IN THIS CONTRACT. MERCURY SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS) OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S IMPROPER USE OF THE EQUIPMENT.

THE LIMITED WARRANTY, MERCURY INVESTMENT PROTECTION PLAN, MERCURY MAINTENANCE PROTECTION PLAN PROGRAM, AND OTHER WARRANTIES SET FORTH HEREIN SHALL BE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

**ADDITIONAL PROVISIONS:**

This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery to: (i) to Purchaser: Town of Addison, Texas, 5300 Belt Line Road, Dallas, Texas 75254, Attn: City Manager; (ii) To Mercury: \_\_\_\_\_ . For purposes of this Contract, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally or sent via telecopy or facsimile transmission with written confirmation of receipt; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

This Contract is not binding until accepted by Mercury Communication Services, Inc. and signed by its corporate officer.

MERCURY COMMUNICATION SERVICES, INC.

PURCHASER: -

\_\_\_\_\_  
By: Gregory F. Osler

\_\_\_\_\_  
By: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## TERMS AND CONDITIONS

The Mercury Maintenance Protection Plan ("MMPP") covers all telephone system repairs including replacement parts and labor, and travel in the event of a hardware failure of a component. MMPP covers additional training as long as the system is covered. MMPP provides full service four (4) hour response to emergencies. An emergency is defined as a major failure where the Equipment or any portion thereof cannot make or receive calls. Customer specifically agrees that service calls made by Mercury Communication Services, Inc. upon the customer's request after 5:00 p.m. or before 8:00 a.m. weekdays or on Saturday, Sunday or holidays that is not an emergency as mentioned previously herein, will be invoiced to the customer at the then applicable rate per hour with a minimum of four (4) hours charge per visit by technician. In all other circumstances, response will be within twenty-four (24) hours of notification and may be billed as a service call if no covered repair is required. This maintenance agreement does not apply to installation of additional equipment (except as may be necessary to make a covered repair), moving previously installed equipment (except as may be necessary to make a covered repair), or customer requested changes in Equipment configuration.

The maintenance plan will not provide for: (1) repair, replacement, modification, alteration or additions to the Equipment by any person other than an authorized representative of Mercury Communication Services, Inc. ("Mercury") or as otherwise directed or authorized by Mercury (if such action occurs, Mercury may terminate this agreement); (2) repair or replacement required where damage to covered equipment or components is due to any Act of God, insufficient heating/ventilation/air conditioning, lightning, power surges, vandalism, fire, water, or other peril, misuse, abuse, or negligence of the customer or any agent or employee thereof; or (3) replacement of batteries, and service to headsets, printers, and cordless telephones; and (4) for service when account is in default (unless there is a dispute regarding the same).

This maintenance plan shall be void as to equipment damage caused by any move, relocation, modification, repair, or alteration of the Equipment not authorized by Mercury. The liability of Mercury is only as herein set forth and as set forth in any other provisions or other terms and conditions made a part hereof or incorporated herein by reference.

### **MMPP adds the following coverage:**

1. \$50.00 deductible waived.
2. No charge for:
  - a. Any non-Investment Protection Plan service or repair;
  - b. Service Order Charges;
  - c. Administrative fees;
  - d. Wiring and cabling problem service;
  - e. No-Trouble-Found visits;
  - f. Assist in reporting telephone provider problems;
  - g. Additional customer training;
  - h. Coordinating with long distance companies;
  - i. The replacement of defective base cords and handset cords;
  - j. Free consultation and re-design;
  - k. Free remote programming;
  - l. Etiquette training;
  - m. Guaranteed emergency response times;
  - n. Price protection guarantee on current parts in current production;
  - o. Guarantee that maintenance prices will not increase over three-year coverage.

### **Items Not Covered:**

1. Adds, moves and changes in equipment configuration.
2. Abuse, neglect, misuse of equipment (except as may be caused by an act or omission of Mercury, its officers, employees, agents, representatives, contractors, subcontractors, or other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons")).
3. Equipment involved in a fire, accident or other casualty (except as may be caused by an act or omission of Mercury or any Mercury Persons).
4. Equipment that has been re-wired, altered, re-worked or re-designed by anyone other than Mercury or any Mercury Persons without its prior written approval.
5. Equipment installed by someone other than Mercury, its affiliates, or any Mercury Persons.

6. Equipment used in violation of instructions furnished by Mercury, except as so used by Mercury, its affiliates, or any Mercury Persons.

## **Mercury Investment Protection Plan Warranty Terms and Conditions**

Mercury Communication Services, Inc. shall repair or replace all registered hardware components and eligible station terminals found to be defective. System components and phones, which are replaced, shall become Mercury Communication Services property. All replacement components shall be warranted for the remaining term of the Investment Protection Plan term. Mercury Communication Services may replace a defective component with a component from its inventory, provided such component is new. Defective components not purchased from or upon the recommendation of Mercury Communication Services will not be repaired or replaced. Customer will be responsible for the \$50.00 deductible per occurrence.

### ***Exclusions from Warranty:***

The following are not included under the Investment Protection Plan agreement.

1. Repair or replacement of components, which, in Mercury Communication Services' reasonable opinion and after consultation with Purchaser, is required due to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition (i.e., lightning, water, shock damage), improper storage, transport or handling or failure of components or supplies not furnished by Mercury Communication Services, Inc., provided that the same is not due to, in whole or in part, any act or omission of Mercury Communication Services, Inc., or Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons"), in which event such repair or replacement shall be included under the Investment Protection Plan agreement.
2. Repair or replacement of components that is required due to unauthorized attempts by persons not authorized by Mercury Communication Services to provide service to repair, maintain, or modify the hardware components covered by this Agreement.
3. Repair or replacement of components, which are not part of the original system installed by Mercury Communication Services, Inc. and have not been registered with Mercury Communication Services as covered by the Investment Protection Plan.
4. Repair or replacement of components which, when installed, were neither new nor reconditioned in accordance with Mercury Communication Services procedures and specifications, unless installed by Mercury or any Mercury Persons.
5. Software failure, batteries, headsets, printers, and analog cordless telephones.
6. Investment Protection Plan (Warranty) coverage will be available on added or substitute components upon payment to Mercury Communication Services, Inc. of the applicable fee, if such added or substitute components are not covered by the Investment Protection Plan; otherwise, all added or substitute components shall be warranted for the remaining term of the Investment Protection Plan term.
7. Mercury Communication Services labor and materials that are required in the servicing of system equipment, cabling, or any other non-equipment repair, service, or replacement of components that are not covered under the Investment Protection Plan as set forth in this Exclusions from Warranty.

### ***Transfer and Assignment***

This Investment Protection Plan is not transferable and may be enforced only by the original purchaser, except with the written consent of Mercury Communication Services, Inc. and upon payment of any applicable transfer fee (\$100.00) and execution of required documentation confirming the terms of such assignment.





Communication Services, Inc.

**DALLAS OFFICE:**

1283 Record Crossing  
Dallas, Texas 75235  
214/637-4900 Metro 972/263-4411

**AUSTIN OFFICE:**

8127 Mesa Drive, Suite C-304  
Austin, Texas 78759  
512/467-7227

**SAN ANTONIO OFFICE:**

2929 Mossrock, Suite 116  
San Antonio, Texas 78230  
210/349-1001

## CONTRACT FOR THE SALE OF COMMUNICATION EQUIPMENT

Purchaser:			Phone:		Date:
Billing Address:			Installation Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:

Purchaser agrees to buy and Mercury Communication Services, Inc. ("Mercury") agrees to sell and install the listed telecommunications systems and equipment ("Equipment") subject to the terms and conditions of this contract set forth on the following pages:

Quantity	Description

All payments shall be made at Mercury's principal place of business in Dallas, Texas.

Payment Schedule: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Purchase Price: \_\_\_\_\_  
plus applicable taxes

This offer is only valid for ninety (90) days from the date of execution by Mercury, but is not binding until accepted by Mercury Communication Services, Inc. and signed by its corporate officer.



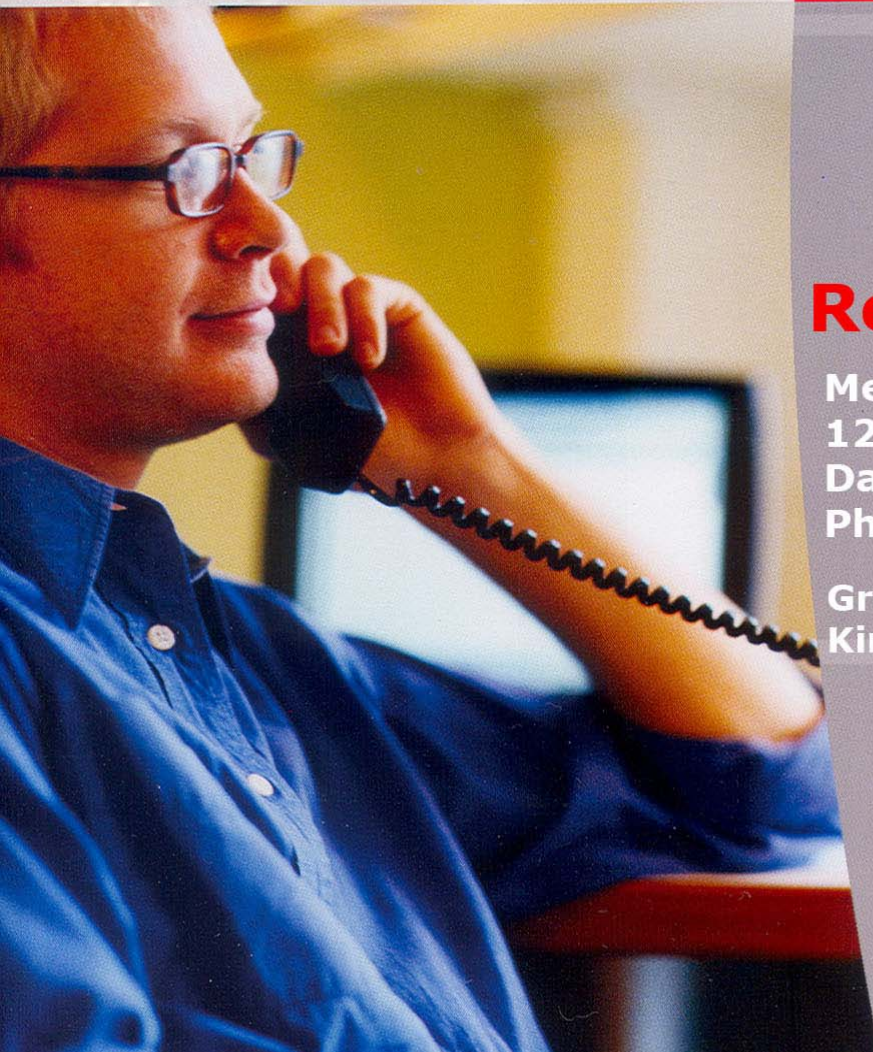
Addison!

# Town of Addison NEC Phone Systems RFP



**MERCURY**

COMMUNICATION SERVICES



## **Response By:**

**Mercury Communication Services**  
1283 Record Crossing  
Dallas, TX 75235  
Phone - 214 637 4900

**Greg Osler - Sales Representative**  
**Kim Maner - Technical Representative**

December 08, 2006



December 2, 2006

Ronnie Lee  
Town of Addison  
Addison, Texas

Dear Mr. Lee,

Thank you for giving the Mercury team an opportunity to provide a proposal on your NEC Phone System RFP. Based on our site visits and conversations with your team we have attached a proposal with responses to your RFP.

We have enjoyed have the Town of Addison as a customer over the last several years and hope we can continue to earn your business.

Based on our experience and knowledge to date, I am confident Mercury can provide these capabilities while exceeding your requirements

We look forward to working with you and your team.

Sincerely,

Gregory F. Osler

Cc:\Town of Addison Master RFP ver 2.0.dco

## Mercury Communications Response to Town of Addison NEC Phone System RFP

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## Timeline

Event	Date
RFP Issued	11-03-2006
RSVP for Site Visit (Optional)	11-20-2006
Site Visit (Optional)	11-27-2006
Due Date for Questions	12-01-2006
Proposal Due Date	12-08-2006
Decision Date	12-22-2006
Present to City Council for Approval	01-09-2007

## Vendor Information

Company Name	Mercury Communication Services, Inc.
Address	1283 Record Crossing Dallas, TX 75235
Sales Representative	Gregory F Osler
Phone Number (sales rep)	214 637 4900 ext 103
E-mail Address (sales rep)	gosler@mercurycom.com
Technical Representative	Kim Maner
Phone Number (tech rep)	214 637 4900
E-mail Address (tech rep)	kmaner@mercurycom.com

### 1. Vendor Background

#### 1.1. Company History (Bidder)

Please provide some general background information about the bidder's company.

#### Response:

Mercury Communication Services, (Mercury) Inc is almost 27 years old and the oldest NEC authorized dealer in Dallas. I will list the accomplishment of Mercury that can not be matched by anyone you will look at that sell NEC.

- ▶ Mercury is only winner of the DOUBLE DIAMOND AWARD for 2006 and 2007 from NEC for outstanding sales and certified NEC technicians
- ▶ Mercury finished in the top 10% for sales for NEC in 2006. The only NEC Company headquarters in Dallas
- ▶ Mercury is the only company that attended the meeting at the Town of Addison on November 27th that is headquartered in Dallas.
- ▶ Mercury has been servicing the Town of Addison for over 10 years.

#### 1.2. Project Staffing

Please describe the qualifications of vendor staff who work on projects such as this, including size of staff, number of implementations performed, and how many staff members have done at least 5 implementations.

Response:

References Mercury will have 2 project engineers in charge of the Addison project.

## 2. References

Please provide at least three customer references for whom you have installed phone systems. We would prefer references from municipalities or county governments as their requirements would match ours most closely, followed by school districts or other multisite organizations within a metropolitan area. Required information must include at least the organization's name, contact person's name, telephone number and size of system.

Response:

Over the last 26 years Mercury has had the opportunity to sale, service and support more than a 1000 satisfied customers in Texas. Our clients vary in size and industry, however we have included some key accounts that are from municipalities or county governments.

We are proud to state that we have implemented over 50 systems configured similar to the requirements and specifications you have requested.

In the DFW area we have completed successful implementations for the following:

- ▶ City of Saginaw
- ▶ City of Commerce
- ▶ City of Benbrook
- ▶ City of Crowley
- ▶ City of Desoto
- ▶ City of Glen Heights

Please provide at least three customer references for whom you have installed phone systems, We would prefer references from municipalities or county governments as their requirements would match ours most closely, followed by school districts or other multisite :

- ▶ See above also Greenhill School, and the Episcopal School of Dallas

## System Requirements

### 3. Number of Telephony Devices by Location

The proposed system must support at least the following number of telephony devices as follows:

PBX Location	Digital Phone	Analog Phone	Fax Machines	Analog Ports
Service Center	55-70	3	7	15
Fire1/Police	83-95	2	7	15
Fire2/Athletic	23-30	3	2	3
Conference/Theatre	24-30	11	4	51
Town Hall	14-20	2	2	3
Finance	18-25	3	2	3

Note that the quantities above reflect a physical count of devices. Most digital phones have at least one additional extension in case the primary extension is busy, and some phones have additional extensions.

Some of the analog modems/ports at Conference/Theatre do not represent actual physical devices that are in use, but refer to wall jacks that are live and ready for use. The Conference Centre rents space to customers, and sometimes customers need to be able to use devices such as credit card machines that require modem-capable analog lines.

Analog phones may include public lobby phones and Polycom conference phones.

Each PBX in the proposed system must have room for growth.

#### 4. Dialing Requirements

4.1. The proposed system must retain the functionality of our current dial plan and support 4-digit internal dialing among the sites listed above.

4.2. The proposed system must support transfers among the sites listed above.

4.3. The proposed system must support dial tone, internal dialing, and transfers within each site even if that site loses its WAN link to the Service Center and the other sites.

4.4. The loss of a PBX at a secondary site will not affect phone service at other sites.

4.5. Some of the Town's phone numbers are DID's (direct inward dials). The proposed system must support this.

MCS – Comply to all of the above

## 2 Backup Power Reserves

The proposed system must include internal batteries and/or external APC UPS's as appropriate to provide at least 60 minutes of reserve power for dial tone to each PBX and all of its digital phones in the event of a power outage.

5.1. The UPS's must include monitoring software that can send alert notifications when running on reserve power. Can alerts be sent via e-mail? Please describe the system requirements of the UPS software.

Response:

When a fault occurs in the system, an audible and visual indication can be given at the following units:

- ▶ External alarm indicating unit
- ▶ Fault messages reported at MatWorx for remote reporting
- ▶ Alarm lamps in front of each package mounted in the frame

5.2. We would prefer if UPS alerts are configurable so that they are only sent if a UPS is on reserve power for longer than a defined period of time (that is, we do not want to get alerts for very brief power outages). Please describe the presence of this and any other

features of the UPS software.

**Response:**

Again, the UPS system requirements and features is dependant on the UPS model purchased by Town of Addison.

- 5.3. Please discuss the cost and space requirements for scaling the UPS's to provide an additional 60 minutes of reserve power.

**Response:**

Mercury will provide full system battery back up for four hours to the NEAX 2400, NEAX 2000's and the Voice Mail System, by connecting 65 amp Gel cell type batteries to the systems. When there is a loss of power, the calls in progress will not be interrupted. After the batteries are exhausted and the systems shut down, programming will not be lost and the systems will automatically restart in a few minutes after power is restored.

## 6. Expected Services

The winning bidder must provide the following:

- 6.1. A project manager who will be dedicated to Town of Addison during implementation.
- 6.2. Installation and/or setup of new and/or existing devices to follow best practices for implementation of the proposed system, including QoS features that may be necessary for IP trunking.
- 6.3. Installation and setup of core (non-endpoint) telephony hardware and software.
- 6.4. Setup of the dial plan.
- 6.5. Installation and setup of the voice mail system, including any voice menus.
- 6.6. Installation and setup of all endpoints. By this, we mean configuration of programmable buttons, ringing options, etc.
- 6.7. Installation and setup of the Telemate call accounting system to work with the proposed system.
- 6.8. Installation and setup of the Unified Messaging component so that it integrates with the Town's e-mail system.
- 6.9. Documentation of core hardware/software configuration and settings specific to our environment in hardcopy and electronic format. For example, this documentation should include PBX models, list of cards installed in each PBX, firmware and software versions, etc.
- 6.10. General system documentation such as reference manuals and user guides. Ideally, one hardcopy is provided and an electronic copy is provided on CD-ROM.
- 6.11. Installation media for any software.
- 6.12. Every effort will be made to perform non-disruptive procedures during normal

business hours. Tasks that will require phone system downtime must be scheduled and performed after hours to minimize phone service disruptions.

MCS – Comply to all of the above

7. **Basic Training Requirements** The proposal must include the following in-person basic training:

- 7.1. Basic administrator training that includes hands-on practice. At the very least, this must cover common everyday tasks including but not limited to the following:
- 7.1.1. How to do moves, adds, changes (MACs)?
  - 7.1.2. How to make backups, what to backup, how to restore?
  - 7.1.3. How to setup voice mail?
  - 7.1.4. How to reset passwords/PINs?
  - 7.1.5. How to setup auto-attendant and voice menus?
  - 7.1.6. How to find key support information (what hardware and software do we have, what versions, what configurations, etc.) for support calls?
  - 7.1.7. How to setup programmable buttons on the phones?
  - 7.1.8. How to setup groups?
  - 7.1.9. How to setup calling restrictions?
  - 7.1.10. How to set a phone to ring immediately, after 4 rings, or not at all for an incoming call on a line that is not that phone's primary extension?
  - 7.1.11. What is the format of the CDR data provided by the proposed system?
  - 7.1.12. Please list additional topics that are typically covered as part of basic administrator training for the proposed system:

Response:

MCS will provide any additional administration training requested after installation

- 7.2. End user training that includes hands-on practice. The amount of required end user training may depend on how much the end user experience will change with the proposed system. This must include common everyday tasks including but not limited to the following:
- 7.2.1. How to setup voice mail (set password, greeting)?
  - 7.2.2. How to check voice mail from the phone?
  - 7.2.3. How to check voice mail remotely by phone?

- 7.2.4. How to transfer a call from the phone?
- 7.2.5. How to transfer a call to someone else's voice mail from the phone?
- 7.2.6. How to park a call from one phone and pick it up on another phone?
- 7.2.7. How to put a caller on hold to answer/make another call, and then return to the caller that's on hold from the phone?
- 7.2.8. How to do directory lookup, if applicable, from the phone?
- 7.2.9. How to setup programmable buttons on the phones if end users can do this?
- 7.2.10. Please list additional topics that are typically covered as part of basic end user training for the proposed system:

Response:

MCS will provide additional end user training requested after installation

## 8. T1/PRI/Fiber

At the Service Center, the proposed system must be able to use PRI's for connectivity to the CO.

For site-to-site connectivity, the proposed system must be able to use the point-to-point T1's in our current voice network.

The proposed system must also be able to use fiber, which the Town is planning to use after it becomes available from the telco. The Town will first migrate its data WAN to fiber. After this, the Town plans to migrate voice to use the same fiber links.

Please describe the ability of the proposed system to toggle between T1 and fiber connectivity.

Will the proposed system use IP trunking for site-to-site communication? If so, please discuss the proposed system's ability to support network address translation (NAT) and the use of private non-routable IP addresses for IP trunking.

If the proposed system can share fiber links for both voice and data without the use of IP, please provide a general explanation of how this is achieved. Would this eliminate issues such as jitter and latency over the WAN?

Response:

The telephone systems proposed will allow Town of Addison the ability to toggle between T-1 and Fiber connectivity. This will require minimal programming to switch between T-1 and Fiber.

As an address translation method, Basic NAT is used. IP Masquerade is not supported. Only one single local IP address can be translated to one single global IP address. Each telephone system will require its own IP address for its CPU and IP trunk cards.

To share the fiber links for both voice and data without the use of IP, then a CSU/DSU is required for CCIS between the sites. Town of Addison is currently utilizing CCIS today for voice traffic only.

## 9. Conference Calls

The proposed system must include the ability to make conference calls. Please describe the ability of the proposed system to do this (how many participants per conference call, how many simultaneous conference calls). If different levels of conference call capability are available optionally, please describe the features, costs and requirements of this additional capability.

Response:

MCS – Comply.

Internal = 2 and External = 2. Sixteen simultaneous conferences can occur. Amplified conference is not available. If using a T-1 circuit there is no decibel loss. A conference call can be split between outside parties if setup prior to establishing the conference.

You can purchase a 32 party conference card for \$4,188 and design based up the needs for Town of Addison in groupings of eight.

## 10. Analog Conference Phones

Please describe the ability of the proposed system to support up to two analog conference phones per site.

Response:

MCS – Comply

Each system is equipped for the analog requirements per the Town of Addison's specifications.

## 11. Fax Machines

The proposed system must support or be able to coexist with physical fax machines. If IP trunking is used after the voice network is migrated to fiber, does this present any faxing issues to/from secondary sites?

11.1. Please describe how this is achieved with the proposed system. Do not discuss fax servers at this point; this item pertains only to physical fax machines.

Response:

There will be no change how Town of Addison is utilizing the fax machines today.

11.2. Please describe the scalability and costs of supporting/coexisting with additional fax machines.

Response:

Additional fax machines can be added in the future. Any additional costing will be due to all analog cards full in any given center. Town of Addison will only need to purchase analog cards for the telephone systems only if a particular center exceeds its capacity.



## 12. Analog Modems

The proposed system must support or be able to coexist with analog modems and/or modem-capable internal analog lines. If IP trunking will be used after the voice network is migrated to fiber, will this present any analog modem issues to/from secondary sites?

- 12.1. Please describe how this is achieved with the proposed system (required hardware, required software, POTS lines, splitting a PRI, etc.) and include estimated costs.

Response:

The proposal includes analog connectivity to meet Town of Addison's requirements today. There will be no change how Town of Addison is utilizing the analog modems today.

- 12.2. Please describe any limitations or other special considerations of this scenario (for example, maximum modem speed?). Are analog phones, fax machines, and modems supported equally well, or do 56K modems have special requirements, especially if the analog modem is at a secondary site?

Response:

There are no limitations or special requirements.

## 13. POTS Line Redundancy

Please describe the ability of the proposed system to support or coexist with up to two analog POTS lines per site for redundancy.

Response:

Each proposal for the Town of Addison includes a central office card for POTS line redundancy.

## 14. Auto-Attendant

Please describe the auto-attendant feature. Does it support voice menus for multiple departments?

MCS – Comply. The proposed voicemail system has the capability for multiple departments with multiple menus.

The Auto-Attendant provides basic call routing functions to the caller. The caller receives a message with up to ten call routing options and the caller presses a key to initiate a selection. The caller's selection is processed as a transfer to a destination. Additional menu choices are available for customers with the multi-level automated attendant. The caller may be prompted for Account Code or User ID, which will then be displayed on the agent's Dterm phone as the call arrives.

## 15. Overhead Paging

Our overhead paging system normally requires a CO port for each area. We have a nine-zone adapter on a single CO port. The zone that is paged is selected by entering an appropriate code or speed dial. We plan to keep the paging system.

The proposed system must be able to work with overhead paging systems at Fire1, Fire2 and Athletic Club. Please describe how this may be accomplished.

**Response:**

The internal zone paging with meet-me feature allows the Attendant Console and system users to page over the built-in speakers of the Multi-line Terminals within the assigned zone or all zones. There are nine internal groups which allows up to 96 individuals to be included in the group for internal paging.

**MCS Comply**

The procedure to access the overhead paging system will not change

## Additional Requirements & Questions

### 16. General System Information

- 16.1. What is the name, model, and version of the proposed phone system? Will different sites use different model PBX's?

**Response:**

The following is the Different NEC Systems and locations.

- ▶ NEAX 2400 IPX R20 – Service Center
- ▶ NEAX 2000 IPS R13 – Police Department
- ▶ NEAX 2000 IPS R13 – Finance Center
- ▶ NEAX 2000 IPS R13 – Town Hall
- ▶ NEAX 2000 IPS R13 – Conference Center
- ▶ NEAX 2000 IPS R13 – Athletic Center

- 16.2. How long has the proposed system been on the market? When was the current version released? What is the expected release date of the next major version?

**Response:**

The proposed telephone system for the Service Center has been on the market since 1983 and the remaining service locations have been on the market since 1990. The proposed telephone systems will be at the current software release from the manufacturer. The telephone manufacturer releases at least two software levels within the same year.

- 16.3. What operating system runs on the proposed PBX's? Please discuss any special benefits or considerations of this operating system as implemented on this product.

**Response:**

The CPU has a Pentium III with 256 megabytes of RAM. The operating system is FP50-101 Series, which is proprietary software for the NEC 2400 only.

- 16.4. Which applications (e.g., system administration, voice mail, unified messaging, monitoring, etc.) included with this proposal require separate application servers? Any included server hardware must be HP/Compaq Proliant systems. Please list all physical application servers, corresponding operating systems, and the applications on each physical server.

**Response:**

The system administration tool for the telephone systems is MatWorx. MatWorx can run on an end-user's desktop. MatWorx is Windows 98, 2000, 2003 and XP compatible. The voice mail system requires Microsoft Exchange 2000 SP3 or 2003 SP3 server. The minimum requirements are: 1 GHz Intel Pentium III with 512 MB RAM, 20 GB hard drive with a 8 GB drive C partition, PCI expansion slots to support required line cards, DSP cards and digital interface cards and Microsoft Windows® 2000/2003.

- 16.5. How long will the proposed system be supported before we are required to purchase an upgrade? In other words, what is the life cycle of the proposed system? This question applies to both hardware and software.

**Response:**

The telephone manufacturer will support the system for seven years after the last one is built.

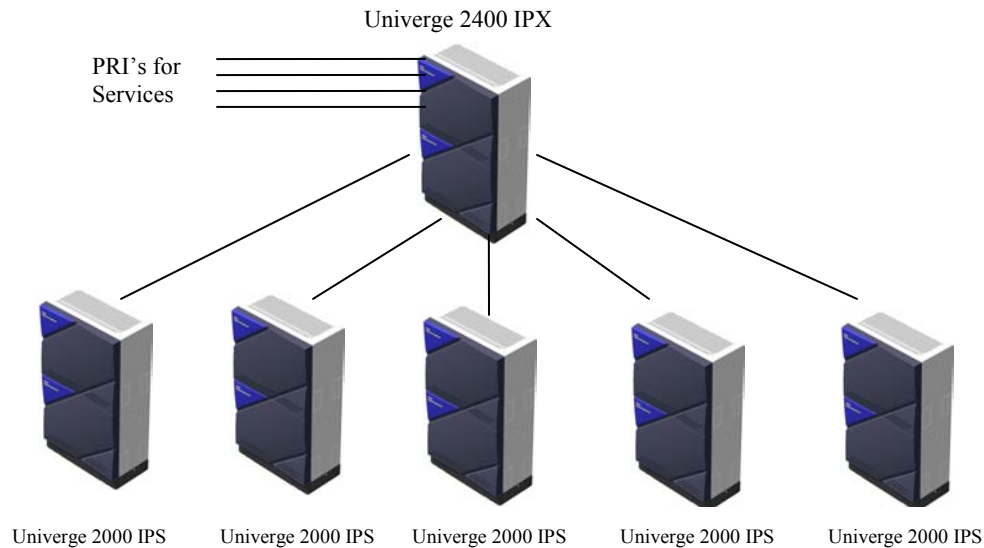
## 17. System Architecture

- 17.1. Please describe the system architecture of the proposed system. Please explain the philosophy or benefits of this architecture.

**Response:**

See 17.2

- 17.2. Please provide a diagram of the system architecture. Please be sure to clearly label the diagram as a response to this question.



- 17.3. Please describe the protocols and standards supported by the proposed system.

Response:

- 17.4. Please describe how technical support may be provided remotely by the vendor.

Response:

MCS can connect to the proposed telephone systems via modem or IP. Once connected MCS can make any program changes needed done by the Town of Addison.

## 18. Availability & Reliability

- 18.1. The Service Center PBX will be the hub in a star topology voice network, so this PBX needs additional reliability. Please discuss features and qualities that contribute to the reliability/availability of this proposed PBX, such as redundant power supplies, fault-tolerant hard drive arrays, redundant processors, automatic failover, hot-swappable components, etc.

Please indicate whether these and any other redundancy features are optional or already included as a standard feature in the proposed system. If it is optional, include its cost.

Response:

The MTBF represents the minimum time frame in which a failure of any common equipment --such as processors, memory, switching, and etc. - may cause a partial system outage. The following table shows the MTBF in hours and in years for each card and terminal.

**Reliability and Availability Chart**

Description	Reliability				Availability
	Fit	MTBF years	MTBF Minute	MTTR Minute	
ICS VS PIMMJ (BWB)	1868	61.1	32136156	60	99.999813%
SPN-CP24A MP	11849	9.63	5064995	45	99.999112%
SPN-CP24B MP	10798	10.6	5575176	45	99.999193%
SPN-CP31A MP	10700	10.7	5627772	45	99.999200%
PN-CP27A MP	10798	10.6	5575176	0.3	99.999995%
SPN-CP15 FP	3060	37	19460520	5	99.999974%
PZ-M606-A	1269.2	89.94	47304842	10	99.999979%
PZ-PW121	13850	8.2	4312872	5	99.999884%
PZ-PW122	5780	19.8	10414008	10	99.999904%
PZ-PW131	13350	8.6	4523256	15	99.999668%
PN-8LCAA	1934	59	31031640	5	99.999984%
PN-8COTS	3312	34.5	19092348	5	99.999974%
PN-4DATC	5490	20.79	10934708	5	99.999954%
PZ-8PFTB	1439	79.3	41708628	5	99.999988%
PN-CFTB	941	121	63641160	5	99.999992%

**Reliability and Availability Chart (Cont.)**

Description	Reliability				Availability
	Fit	MTBF years	MTBF Minute	MTTR Minute	
DTR-1-1 TEL	1359	84	44180640	5	99.999989%
DTR-1HM-1 TEL	2718	42	22090320	5	99.999977%
DTR-2DT-1 TEL	9927	11.5	6048540	5	99.999917%
DTR-8-1 TEL	8154	14	7363440	5	99.999932%
DTR-8D-1 TEL	10378	11	5785560	5	99.999914%
DTR-16D-1 TEL	10976	10.4	5469984	5	99.999909%
DTR-32D-1 TEL	12614	9.05	4759938	5	99.999895%

ITR-8D-2 TEL	14269	8	4207680	5	99.999881%
ITR-16D-2 TEL	14269	8	4207680	5	99.999881%
DCR-60-1P Console	9593	11.9	6258924	5	99.999920%
AD(A)-R Unit	2857	39.95	21012102	10	99.999952%
AP(R)-R Unit	6668	17.12	9004435	10	99.999889%
AP(A)-R Unit	6406	17.82	9372607	10	99.999893%
CT(A)-RP Unit	8154	14	7363440	10	99.999864%
IP-R Unit	12144	9.4	4944024	10	99.999798%
DCU-60-1	9593	11.9	6258924	5	99.999920%
DTP-8-1 TEL	8272	13.8	7258248	5	99.999931%
DTP-8D-1 TEL	10570	10.8	5680368	5	99.999912%
DTP-16D-1 TEL	11083	10.3	5417388	5	99.999908%
DTP-32D-1 TEL	12826	8.9	4681044	5	99.999893%
DTP-1-2	3110	36.7	19302732	5	99.999974%
DTP-1HM-2	4494	25.4	13359384	5	99.999963%

- 18.2. Please discuss the reliability/availability rating (e.g., 99.9%, 99.99%, 99.999%, etc.) of each proposed PBX and any other core devices, and the mean-time-between failure (MTBF) rating of each of these devices.

Response:

Mean Time between Failures (MTBF)

The MTBF represents the minimum time frame in which a failure of any common equipment, such as processors, memory, switching, and etc., may cause a partial system outage. The following table shows the MTBF in hours and in years for each card and terminal.

FIT		MTBF Years	MTBF Minute	MTTR Minute	Availability
DTR-8D-1 TEL	10378	11	5785560	5	99.999914%
DTR-16D-1 TEL	10976	10.4	5469984	5	99.999909%
DTR-32D-1 TEL	12614	9.05	4759938	5	99.999895%

Mean Time To Repair (MTTR)

The Mean Time to Repair has been studied with the following conditions:

1. A mid to high-level technical person will attend to the site for the detection of the fault and replacement of the faulty circuit board.

2. All critical circuit boards for replacement are stocked at each Fault Dispatch Center (FDC).
3. All non-critical circuit boards for FDC's are stocked at NEC. The calculation result of the  
     MTRR is 1.0 hour.

#### Reliability Calculations

The following information is to show you how to calculate the reliability for the system you are configuring. Remember that these calculations are used to determine a partial system outage.

#### **Reliability Calculation**

$$1\text{FIT} = \frac{1\text{Defect}}{1,000,000,000\text{Hours} \cdot \text{Parts}} \quad \text{MTBF} = \frac{1\text{FIT}}{\text{Total FITS}} = \frac{10^9}{\text{Total FITS}}$$

#### **System Calculation**

To calculate the MTBF of a single system, obtain the sum of the FIT's from each component.

For example: Assume you have a complete system that consists of two components:

Item A FIT = 31,700, Item B FIT = 80,000

Total FIT = 31,700 + 80,000 = 111,700

MTBF = 111,700 = 8952.55 Hours

$$\frac{8,952.22\text{ Hours}}{8,760\text{Hours / Year}} = 1.02\text{ Years}$$

#### **Availability Calculations**

##### MTBF

$$\text{Availability} = \frac{\text{MTBF}}{\text{MTBF} + \text{MTTR}} = .9\text{XXXXX}$$

- 18.3. Please discuss the reliability rating of the proposed system as a whole if failover features make the whole system more reliable than its parts (e.g., clustering of components that are individually less reliability than the whole). This refers to core hardware/software and not endpoint devices such as handsets.

##### Response:

The Univerge 2400 IPX is designed and manufactured to provide the highest level of system reliability. The Univerge 2400 IPX is designed with such features as: remote maintenance, distributed call processing, error-correcting memory, equipment redundancy, battery backup, self testing and automatic system alarm indications to insure unsurpassed reliability. Only the finest components have been used.

In addition, through the employment of LSI and custom LSI and VLSI technology, the number of component parts has been greatly reduced, thus lessening possible failures and insuring continuous operation.

## 19. Support Resources

Please list any product support websites, links to knowledge bases and documentation, and user forums, user groups, etc.

Response:

NEC has many forums for support resources, this information will be given to Town of Addison upon award of bid.

## 20. Call Capacity

What is the Busy Hour Call Completion (BHCC) capacity of each PBX/call server/gateway and of the proposed system as a whole?

Response:

Traffic load is expressed as the quantity of traffic during the busy hour, the busiest one-hour period of the day for traffic. Traffic can be measured in minutes, hours, hundreds of call seconds (CCS), or Erlangs. CCS— one CCS is equal to 100 seconds of telephone time, or 1/36 Erlang.

Erlang— one Erlang is equal to one hour of telephone time or 36 CCS.

CCS units are convenient when traffic is measured in small increments. For telephone traffic, a typical business generates about 6 CCS per telephone during the busy hour (1/6 Erlang).

## 21. PBX Physical Expandability

Please describe the expandability of each proposed PBX and of the proposed system as a whole for adding line cards or similar hardware.

Response:

21.1. Does each PBX/call server/gateway have internal expansion slots? How many?

Response:

MCS – Comply

One PIM provides 12 card slots for Line/Trunk (LT). These card slots can also be used for Application Processor (AP) cards without complicated limitations. As this makes easy quotation and installation, more number of AP cards can be mounted in one PIM

21.2. Can each PBX add expansion slots via an external cabinet, or must each PBX be replaced as we outgrow it? How many slots per external cabinet?

Response:

MCS – Comply PIM's can be added to each PBX based on card requirements

21.3. How many external cabinets (if any) are supported by each PBX? How large are these cabinets?

Response:



The NEAX 2400 for the Service Center can grow to 10's of thousands of lines, The NEAX 2000's proposed for the other Centers growth capacity is 8 PIMS. The cabinet size is exactly what you have in place today.

## 22. PBX Scalability

Please describe how the following capacities are determined for the proposed system. Include the following for each PBX and for the system as a whole.

- 22.1. How many PRI's/T1's are supported by each PBX as proposed? How many fiber links are supported by each PBX? How is this capacity expanded and what are the costs?

Response:

The maximum PRI/T-1 capacity for the NEAX 2000 IPS is 8 and the NEAX 2400 allow 8 per PIM and 20 per system. To expand your current capacity additional cards need to be added. The average cost of a PRI card is \$5,000.

- 22.2. Number of supported endpoints as proposed by each PBX? How is this capacity expanded? Include costs for additional cards/ports as well as licenses. Explain.

Response:

MCS – Comply

See attached Schedules

## 23. Addison Airport

Please describe how the proposed system may scale to support 12-20 additional phones at Addison Airport as a possible future addition to the phone system. Please describe options and estimated costs for doing this. Addison Airport would get its own PBX, and would be connected to Service Center via fiber.

Response:

The setup would be just like the Athletic Center today, you may use the price page submitted for estimated costing.

## 24. 911 Support

The proposed system must support outgoing 911 calls.

- 24.1. Describe the administration steps required for a Move/Add/Change (MAC) as it pertains to placing an 911 call; that is, what needs to be done so that the proposed system can locate the origin of a 911 call? Number the steps and include diagrams/screenshots.

Response:

The heart of the NEC Solution is the Univerge NEAX 2400 IPX System. Among the 800 features of the IPX there is the E911 feature. This feature provides for all calls dialed to 9-911, 911, 9-1-911 or other combinations, to be routed to an outgoing trunk group reserved for E911 calls. This trunk group is normally either on ISDN PRI, or through analog CAMA trunks to the Telco Central Office. When a call is placed using E911 routing, the DID number associated with that telephone is also sent to the PSAP. At the

PSAP, the DID number is associated with a location stored in a database. Thus the emergency personnel know where the emergency actually is located.

Maintaining the correct association between DID number and location is relatively easy for those locations served with TDM telephones because all changes have to be coordinated through a central point, the Telephone System Manager's Office.

However, with IP telephony this is no longer true. The user can simply unplug the telephone and move it to another location where there is an Ethernet port and plug-in. The user simply logs on to the telephone and the system cannot tell that the telephone has been moved. At the moment, NEC's solution is to use external equipment to record the IP Level 2 switch and port to which the telephone is connected. Each port has an assigned location to which it is connected, be it a desk, an office, or a workshop/lab space. When an E911 call is made the call is routed to the CAMA trunk via this external equipment so that the correct DID number can be attached to the call and sent to the PSAP. There are various devices available. Please ask about the one that's right for the City.

Within the next year, NEC will introduce this same functionality on the MA4000 Management System. When this becomes available, NEC will introduce it to the City and show how it can be used in VoIP systems.

- 24.2. Town of Addison users have direct inward dialing (DID) numbers. If a user moves from site A to site B in the proposed system and keeps the same phone number, how do 911 operators/dispatchers get the user's address? Does such a MAC require any action by the administrator or the Telco?

Response:

See 24.1

- 24.3. Does the proposed system track phone locations?

Response:

See 24.1

## 25. Notification of 911 Calls

Can the system automatically notify certain users, such as a designated contact person at the site's front desk, when a 911 call is placed from the site?

Response:

- 25.1. Can multiple key users be designated, perhaps via a call group?

Response:

Town of Addison's current call accounting package does not support Notification of 911 calls

- 25.2. Can this notification be done via phone call? If so, describe what happens if the notified user is already on a call.

Response:

Town of Addison's current call accounting package does not support Notification of 911 calls

25.3. Can this notification be done via e-mail?

Response:

Town of Addison's current call accounting package does not support Notification of 911 calls

25.4. What information is provided by this automatic notification?

Response:

Town of Addison's current call accounting package does not support Notification of 911 calls

26. **System Management** Please describe system management tools and features.

26.1. Please provide a general description of system administration features.

Response:

In the systems, the Customer Administration Terminal (CAT) or Maintenance Administration Terminal (MAT) is used for programming the system data. The CAT is a digital multi-function telephone (Dterm) which is equipped with function keys, a dial pad and LCD and interfaces with the system via the MP card. The Maintenance Administration Terminal (MAT) is a personal computer that provides an interface to the PBX via the system CPU card. The MAT PC must have the MATWorX program properly installed to communicate with the PBX.

26.2. What are the system requirements for the system management software? Is the system administration application installed on a PC? Does the PC run a terminal application to manage the PBX? Is system administration browser-based?

Response:

The Maintenance Administration Terminal (MAT) is a personal computer (PC) that is used for programming and maintenance of the *UNIVERGE* NEAX 2000 IPS system. The MAT can provide a Maintenance Printout, Peg Count information and fault message output. Additionally, the MAT can be used to Remove and Restore to service any station in the system and can read or save system data from disks. The MAT can assign the Key Data for the Attendant Console. The MAT requires an IBM or compatible PC running Microsoft Windows 98, NT 4.0, 2000 or XP and MATWorX.

MATWorX is a Graphical User Interface (GUI) program that provides an efficient method for manipulating the PBX database. This program contains extensive help files, Usage Wizards and Tool Tips, with hyperlinks imbedded in the text. The hyperlinks provide quick access to the appropriate Add-In modules. Add-In modules provide a user-friendly, intuitive method for customizing the PBX database.

MATWorX add-ins makes it easy for you to add or remove PBX features at any time. An add-in is a modular component that lets you program specific features such as Caller ID, Station Assignments, Day/Night Modes, and Line Key Assignments.

Because an add-in is modular, you can add, remove, and upgrade them individually from within MATWorX. An Add-in lets you modify your PBX's features without having to upgrade the MATWorX application itself. MATWorX also gives you a convenient way to launch other commonly used applications, such as Microsoft Word or Excel, directly from its Toolbar.

There are three ways to connect your PC to an NEC PBX:

Use a modem to establish a dial-up connection.

Use a serial cable to establish a direct connection.

Use TCP/IP over your Local Area Network (LAN)

- 26.3. Can the system provide a report of its system configuration, such as installed cards, software and firmware versions, etc.? If yes, please include a screenshot.

Response:

The following functions can be performed from MATWorX:

- ▶ System, station, and trunk data entry, change, and copy.
- ▶ Loading, saving, and verification of system data to and from a disk.
- ▶ ROM check readout of generic program.
- ▶ Display of fault/fault cleared messages.
- ▶ On-site or remote access to the system.
- ▶ Printout of system data (when printer is connected to PC).
- ▶ Display and setting of system clock/calendar.
- ▶ Numbering Plan
- ▶ Least Cost Routing (LCR)
- ▶ System initialize
- ▶ UCD/Station Hunting/Call Pickup – Group

- 26.4. Please describe the system logging features. Are the logs searchable? Can they be sorted? Can they be exported to a standard format, perhaps one that can be imported into Excel?

Response:

Traffic management reports to be used for overall analysis of system performance. MATWorX is used to request and display the type of report, sample measurement time period, and time increments of reports. Type of Traffic Measurement Reports:

- ▶ Number of successful attempts at outgoing access, based on trunk route.
- ▶ Number of times all trunks were busy, based on trunk route.
- ▶ Number of incoming calls, based on trunk route.
- ▶ Number of incoming calls connected to busy tone and then trunk abandoned.
- ▶ Quantity of incoming calls with no answer and trunk abandoned, based on trunk route.
- ▶ Number of times a push button register was connected, on a system basis.
- ▶ Number of times all push button registers were busy, on a system basis.

- ▶ Number of outgoing connections using modem trunks, based on modem trunk group.
- ▶ Number of incoming connections using modem trunks, based on modem trunk group.
- ▶ Numbers of times all modem trunks were busy, based on modem trunk group.
- ▶ Number of times the Conference circuits were used, on a system basis.
- ▶ Number of times Conference circuits were all busy, on a system basis.
- ▶ Number of times an incoming call was Call Forwarded-No Answer to the Attendant or another station (on DID, Tie or DIT lines), on a system basis.
- ▶ Number of Tandem Connections, on a system basis.
- ▶ Number of times a push button register was connected to a trunk, based on trunk route.
- ▶ Number of Attendant calls including recalls, on a system basis.
- ▶ Number of station-to-station calls, on a system basis.
- ▶ Number of times senders were all busy, on a system basis.
- ▶ Number of ring generator capacity overflows, on a system basis.
- ▶ Number of DTE to DTE connections, on a system basis. (UCD Peg Count)
- ▶ Number of answered calls by UCD group.
- ▶ Number of incoming calls by UCD group.
- ▶ Number of waiting calls for a pre-determined time into queuing mode on the UCD group.
- ▶ Number of incoming calls to all busy stations in the UCD group.
- ▶ Number of answered calls in the UCD group.

## 27. Voice Security

- 27.1. Please provide a general overview of how the PBX's will communicate with each other in the proposed system. Will the proposed system use standards-based protocols such as SIP or a proprietary protocol?

Response:

The proposed systems are equipped to communicate via CCIS (point to point T-1's) and IP Trunking for your future expansion.

- 27.2. Please provide a general overview of how voice traffic may be kept secure and separate from data traffic over the fiber WAN. If encryption is involved, please specify the encryption strength (64-bit, 128-bit, etc.).

Response:

The voice traffic is separate today and will remain that way until Town of Addison implements the fiber network within the Town. Once the voice traffic is put on the fiber link then routers need to be in place with QoS.

## 28. Backup and Restore

Please give a general description of the procedure for backup and recovery of each proposed PBX as well as any other core devices such as application servers and voice mail.

Response:

28.1. What are the system requirements for backup of the proposed system?

Response:

There are no requirements to back up the proposed systems; it is built in to the CPU.

28.2. Is the backup and recovery procedure compatible with general purpose backup products such as Computer Associates Arc Serve? Explain.

Response:

During System Administration training, any and all in-house support staff will be taught the backup procedures utilizing MatWorx.

28.3. Suppose a PBX failed, but phones and wiring are fine. Please provide a general overview of the process for your staff to obtain, install, and setup a replacement device configured with dial plans and user phone numbers, as well as the expected downtime.

Response:

MCS – Comply

Our procedure is to have current back ups at each PBX locations, if a failure occurs we will set up a replacement telephone system comparable to the current PBX on site to get that location up and running.

## 29. Toll Fraud

Please describe security features and applicable best practices to prevent toll fraud on the proposed system. Please include any features to prevent unauthorized remote access to the phone system to place outbound calls from it. The winning bidder is required to implement some or all of these measures during installation and setup of the proposed system as determined by the Town, as well as additional appropriate identified by the Town.

Response:

Toll Fraud

During the design process we discuss any stations and or lines that need to be restricted due to toll fraud. We also restrict any applications that communicate with the PBX from long distance dialing unless directed otherwise.

## 30. Standard Phones

Town of Addison will standardize on a mid-level phone that must have the following features:

- At least 16 programmable buttons
- Display with calling number
- Full duplex speakerphone
- Hold button
- Message Waiting Indicator
- Transfer button
- Volume Control Ringer
- Volume Control Speakerphone
- Volume Control Voice

In the table below, please confirm whether the proposed phone has the additional characteristics listed below by marking the appropriate checkboxes. In the Comments column, please indicate whether the feature is a predefined key, if it must be programmed, if it requires a combination of key presses, if it requires an optional component, etc.

No.	Feature	Yes	No	Comments
▶ a)	AC Adapter Required		No	But can be purchased
▶ b)	Backlit Display		No	But can be purchased
▶ c)	Conference Button	Yes		Predefined
▶ d)	Forward Button	Yes		Programmable
▶ e)	Multiple Line Appearances	Yes		Programmable
▶ f)	Overhead Paging	Yes		Programmable
▶ g)	Redial Button	Yes		Predefined
▶ h)	Selectable Ring Tone	Yes		Predefined
▶ i)	Shared Extensions on Multiple Phones	Yes		Programmable
▶ j)	Speakerphone mute	Yes		Predefined
▶ k)	Supports Wireless Hands free Headsets	Yes		Predefined
▶ l)	Transfer Button	Yes		Predefined

30.1. Please provide the following additional phone information:

30.1.1. Name and model of the proposed phone?

Response:

DTR-16D (B) Dterm Series I Sixteen Button Display Telephone Black

DTR-32D (B) Dterm Series I Thirty Two Button Display Telephone Black

30.1.2. Please include pictures of the phone from multiple angles labeling the above features.

30.1.3. Size of display (number of columns, number of lines)?

Response:

24 character by 3-line display

30.1.4. Number of programmable keys? (Our current standard phones have 16)

Response:

The DTR-16D (B) has 16 flexible line keys and the DTR-32D (B) has 32 flexible line keys

30.1.5. Is there an add-on module with additional programmable keys? Or does the phone have programmable soft keys? How many programmable keys would be available this way?

Response:

There is an add-on module (DCR-60 (B) with 48 programmable keys and 12 function keys. The telephone units have programmable soft keys; the available depends on system design. You could have up to 16 different soft keys programmed.

### 30.1.6. Is the angle or height adjustable, and by how much?

Response:

LCD angle	14~42.5 deg. (on the desk, no housing tilt) 25~53.5 deg. (on the desk, housing tilt up) -4.4 deg. (wall mounting)
-----------	--

### 30.1.7. Number of line appearances?

Response:

The number of call appearances is based on system design.

### 30.1.8. Please discuss any qualities about the proposed phone that have not already been covered.

Response:

Built-in Wall Mount Unit, Built-in Half Duplex Hands-free Unit, Large Message Waiting LED, Built-in Headset Jack Connector, and LCD indication of volume control, FCC Part.15 Class B Approved, replaceable Function/Dial Key pad: Used for foreign languages, ACD instruments, etc., Un-tangle able compatible handset and the Directory card can swivel 360o.

## 31. High-end Phones

For secretaries and other key users, the Town of Addison will standardize on a high-end phone that must have the following features:

- At least 24 programmable buttons
- Display with calling number
- Full duplex speakerphone
- Hold button
- Message Waiting Indicator
- Transfer button
- Volume Control Ringer
- Volume Control Speakerphone
- Volume Control Voice

In the table below, please confirm whether the proposed phone has the additional characteristics listed below by marking the appropriate checkboxes. In the Comments column, please indicate whether the feature is a predefined key, if it must be programmed, if it requires a combination of key presses, if it requires an optional component, etc.

Town of Addison receptionists, secretaries, and other key personnel require high-end phones with the maximum number of line appearances and programmable buttons. In the table below, please confirm whether the proposed phone has the listed features by marking the appropriate checkboxes. In the



Comments column, please indicate whether the feature is a predefined key, if it must be programmed, if it requires a combination of key presses, if it requires an optional component, etc.:

#### High End Phones

No.	Feature	Yes	No	Comments
▶ a)	AC Adapter Required		No	But can be purchased
▶ b)	Backlit Display		No	But can be purchased
▶ c)	Conference Button	Yes		Predefined
▶ d)	Forward Button	Yes		Programmable
▶ e)	Multiple Line Appearances	Yes		Programmable
▶ f)	Overhead Paging	Yes		Programmable
▶ g)	Redial Button	Yes		Predefined
▶ h)	Selectable Ring Tone	Yes		Predefined
▶ i)	Shared Extensions on Multiple Phones	Yes		Programmable
▶ j)	Speakerphone mute	Yes		Predefined
▶ k)	Supports Wireless Hands free Headsets	Yes		Predefined
▶ l)	Transfer Button	Yes		Predefined

31.1. Please provide the following additional phone information:

31.1.1. Name and model of the proposed phone?

Response:

DTR-16D (B) Dterm Series I Sixteen Button Display Telephone Black

DTR-32D (B) Dterm Series I Thirty Two Button Display Telephone Black

31.1.2. Please include pictures of the phone from multiple angles labeling the above features.

31.1.3. Size of display (number of columns, number of lines)?

Response:

24 character by 3-line display

31.1.4. Number of programmable keys? (Our current high end phones have 24)

Response:

The DTR-16D (B) has 16 flexible line keys and the DTR-32D (B) has 32 flexible line keys

31.1.5. Is there an add-on module with additional programmable keys? Or does the phone have programmable soft keys? How many programmable keys would be available this way?

Response:

There is an add-on module (DCR-60 (B)) with 48 programmable keys and 12 function keys. The telephone units have programmable soft keys, the available depends on system design. You could have up to 16 different soft keys programmed.

31.1.6. Is the angle or height adjustable, and by how much?

Response:

LCD angle	14~42.5 deg. (on the desk, no housing tilt) 25~53.5 deg. (on the desk, housing tilt up) -4.4 deg. (wall mounting)
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31.1.7. Number of call appearances?

Response:

The number of call appearances are based on system design.

31.1.8. Please discuss any qualities about the proposed phone that have not already been covered.

Response:

Built-in Wall Mount Unit, Built-in Half Duplex Hands-free Unit, Large Message Waiting LED, Built-in Headset Jack Connector, LCD indication of volume control, FCC Part.15 Class B Approved, replaceable Function/Dial Key pad: Used for foreign languages, ACD instruments, etc., Un-tangler compatible handset and the Directory card can swivel 360°.

**32. Handset Management** Please discuss how handsets are managed in the proposed system.

32.1. Can changes be made to groups of handsets instead of one phone at a time? Can these groups be based on model, building, or department?

Response:

MCS – Comply – Please see System Management

- 32.2. Does the handset management interface identify the model, serial number, and features of the handset being managed?

Response:

MCS – Comply

- 32.3. Can the proposed system provide an inventory list of all attached handsets?

Response:

MCS – Comply

### 33. Licensing

- 33.1. Please describe licensing and license management for various parts of the proposed system (phones, applications, administration software, voice mailboxes, etc.).

Response:

Licensing is included when PIM packages purchased (as proposed).

- 33.2. How are licenses managed? Is there a built-in license management function?

Response:

Licensing is managed based upon the applications in use.

- 33.3. Are licenses required per phone, per voice mailbox, per concurrent user, per extension, per port? What is the cost per license or per group of licenses?

Response:

Per port.

### 34. Voice Mail

The Town wishes to replace its existing voice mail system rather than upgrade it.

The proposal must include the latest version AVST voice mail with capacity and licensing to support 250 voice mailboxes, 200 hours of storage, and 8 ports. Assume that voice mail is located centrally at the Service Center.

- 34.1. AVST runs on Windows. Since Windows requires frequent patches, many of which require reboots, can voice mail servers be implemented in a manner in which they may be upgraded one at a time and synchronized after both have been upgraded? Please explain.

Response:

MCS – Comply. AVST recommends that the voicemail system be shut down prior to implementing a windows patch. Once the patch is completed the voicemail system may be manually or automatically restarted.

- 34.2. The hardware platform must be a rack-mountable HP Compaq Reliant server with redundant hot-swappable power supplies and hot-swappable hard drives in a fault tolerant RAID configuration. Please specify the proposed configuration and cost for providing this, including all hardware and software installation and setup of this hardware.

If you cannot provide an HP Compaq Reliant system, please state this and specify the system requirements (OS, RAM, hard drive space required for 200 hours of storage, available expansion slots, RS-232 ports, LPT ports, USB ports, etc.).

Response:

The pricing for the voicemail system is on Schedule I. The rack mountable server specifications would cost approximately \$3,600.

- 34.3. What is the software and licensing cost of the proposed system, as well as the cost of cards and related parts? Please include costs to install and setup the software, cards, and related voice mail to PBX cabling.

Response:

Again, the software and licensing cost is on Schedule

- 34.4. Please describe how the proposed system scales to add 25 voice mailboxes. What additional hardware, software, and licensing costs are involved?

Response:

There are no additional costs to add 25 voicemail boxes. The proposed system will grow up to 2500 voicemail boxes.

- 34.5. Please describe the scalability of total voice mail storage capacity. How much space is required per hour of storage?

Response:

There is no fixed limit to the amount of storage, as it is not licensed. The only limit is the amount of hard drive space available.

- 34.6. Please describe the cost per site of adding a separate voice mail system for each site.

Response:

The average cost per site to add separate voice mail systems for each site is \$4,400. This price does not include computers for the software to run on.

- 34.7. Please describe any available voice mail redundancy options that have not been mentioned above as well as the costs of these options.

Response:

Since the Town of Addison has a private network in place today, the separate voicemail systems may communicate among themselves with digital networking implemented.

### 35. Unified Messaging

The Town is interested in the possibility of implementing AVST's unified messaging option. Please describe how unified messaging would work in the proposed system.

- 35.1. What is the cost of unified messaging for 200 users?

Response:

The proposed voicemail system comes with 50 unified messaging licenses, to increase the licenses to 200 will cost \$3,750.

- 35.2. How does the cost of unified messaging scale for additional users? Can single-user licenses be added, or are they added in bundles? What is the cost of each license and/or bundle?

Response:

The licenses are purchased in bundles of 25. The cost is \$625 per bundle of 25.

- 35.3. What are the system requirements of the server and client PCs, including versions of Exchange/Outlook and any required service packs? Please note that at the time of this RFP, the Town of Addison currently uses Exchange 2000 on Windows 2000 Server and Outlook XP (2002) on Windows 2000 Professional.

Response:

MCS – Comply

- 35.4. Please describe any modifications to our Exchange server that are required by the proposed unified messaging system, including changes to settings.

Response:

The voicemail server will require an account on your exchange with full administration rights to properly communicate.

- 35.5. Please describe any modifications to our Outlook clients that are required by the proposed unified messaging system, including changes to settings.

Response:

There will be no modifications to outlook clients however an AVST client will need to be loaded on every end-user desktop that will be using unified messaging. This deployment is done by the IT department employed by the Town of Addison.

- 35.6. In the proposed unified messaging system, can a single copy of voice mail messages be managed from either Outlook or via phone? That is, does deleting a voice message in Outlook also delete it from the voice mail system, and vice versa?

Response:

MCS – Comply

- 35.7. Does accessing voice messages via Outlook use up a port on the voicemail system?

Response:

If the outlook client is opened on the desktop, the end user will have a visual that a new voicemail has arrived but a port is not in use until a message playback is requested.

- 35.8. Can unified messaging allow voice messages to be kept longer than the voice mail system would normally allow, perhaps by copying/moving voice messages to an Outlook .PST file?

Response:

A setting can be checked and the voicemail messages are no longer stored on the voicemail server. The voicemail messages are now stored on your exchange server and be kept indefinitely.

- 35.9. Please describe any integration between the proposed system's directory lookup feature and Active Directory/Exchange Global Address List/Outlook Contacts. Does the proposed system keep a separate user directory from Active Directory/Exchange/Outlook?

Response:

The voicemail system does not create a separate directory; it integrates with your exchange's active directory.

35.10. Please describe any faxing capabilities of the proposed system.

Response:

No faxing capabilities have been proposed at this time. The AVST voicemail system proposed will integrate with a stand alone fax server.

35.10.1. What are the system requirements?

Response:

No faxing capabilities have been proposed at this time.

35.10.2. Can the system automatically distinguish between incoming voice and fax calls?

Response:

Yes the voicemail system can distinguish between incoming voice and fax calls

35.11. Does the proposed system support text to speech for e-mail retrieval via phone? Please describe any additional system requirements or costs for this feature.

Response:

MCS – Comply

35.12. Can the system notify a user via pager/text message/e-mail when a new voice mail message is received? If so, can this be configured by the user or can only the administrator configure this?

Response:

MCS – Comply The end user may configure message notification by using the desktop manager software, accessing their mailbox via the telephone or the system administrator.

## 36. IPv6

While the Town has no immediate plans to implement IPv6, it is possible that the proposed system will be in use if and when this happens.

If IP trunking will be used for fiber connectivity, please discuss the proposed system's support for IPv6. If IPv6 is not yet supported, when can this be expected? Will any hardware upgrades be required?

Response:

MCS – Comply NEC started testing IPv6 in 1997 and released to authorized dealers in October 2000.

## 37. Distinguishing Qualities

Please describe any features or qualities of the bidder and/or the proposal that may set this proposal apart from its competitors.

Response:

Mercury has been the telephone and voicemail vendor for Town of Addison for the past ten years. We still employ some of the same technicians that were involved in your initial installation. We have knowledge of your infrastructure that other vendors do not.

### 38. Disaster Recovery Success Stories

If possible, please describe one or more disaster recovery success stories involving the bidder and a phone system similar to the proposed system. Details of interest include the type of organization, the nature of the disaster, the number of users/phones affected, and what the bidder did to get the users/phones back up with phone service and the same phone numbers.

Response:

As we hope and pray that nothing will ever happen to the Town of Addison's buildings or structure, we must plan for this.

A number of years ago a tornado went through the City of DeSoto and Lancaster. The tornado hit the corner of the building at the Service Center where the computers and telephone equipment were located. Mercury arrived on-site that evening, contacted Southwestern Bell for new services to be put in a temporary building and had the city administration up and running by 10:00 a.m. the next morning. Other clients include the American Red Cross. In 2005, needless to say, we have worked hand-in-hand with their organization supplying the services they needed to help volunteers support victims during the Katrina disaster.

Mercury has handled a few disaster recoveries over our 26 plus years in business. One of the most important parts is to respond immediately and evaluate the situation to determine the proper course of action. Normally, the first contact is to the local utility company to get telephone dial tone service installed. Then install temporary telephone equipment to answer and make telephone calls.

Mercury has in-house, what we call, crash kits. These are telephone systems pre-built with approximately 50 phones that can be plugged in anywhere to get telecommunication service to our clients. Of course, Mercury Communication runs service 24 hours a day, 7 days a week with three technicians on call after hours. An extra bonus of having a NEC telephone system (our telephone manufacturer) is their U.S. headquarters are located in Irving, Texas and has a fully stocked warehouse at their Freeport facility that supplies telephone parts to all NEC dealers across the U.S.

### 39. Warranties and Maintenance

Please include copies of warranties and typical maintenance agreements in Word, RTF, PDF or HTML format.

39.1. How long is the standard warranty for the proposed system?

Response:

All major components (cabinets, power supplies, circuit cards, telephones, turn-key voice mail systems and so on) carry a one-year parts and labor warranty from the date of



installation. If a part is replaced, there is no labor or part charge. Traditionally, this could reach into the hundreds or even thousands of dollars.

- 39.2. Does the standard warranty include 24x7x365 support with 4 hour onsite response for core (non-endpoint) components? If not, what is the additional cost to provide this?

Response:

MCS – Comply

- 39.3. Please provide pricing for a 5-year 24x7x365 maintenance agreement with 4 hour onsite response for core components. If you offer multiple support options, please be sure to explain each option clearly.

Location	Ports	Five Year Warranty	Maintenance with Warranty	Mercury Maintenance
Service Center (2400)	340 (apprx.)	\$7,200.00	\$340.00 per month	\$595.00 per month
Athletic Center	112	\$1,032.00	\$112.00 per month	\$196.00 per month
Conference Center	112	\$1,032.00	\$112.00 per month	\$196.00 per month
Finance Center	72	\$888.00	\$72.00 per month	\$126.00 per month
Police Station	188	\$1,617.00	\$188.00 per month	\$329.00 per month
Town Hall	64	\$897.00	\$64.00 per month	\$112.00 per month

Response:

- 39.4. If the Town chooses not to purchase a maintenance agreement and instead get technical support from the vendor on a time and materials basis, is support available on a 24x7x365 basis with 4 hour onsite response? The Town understands that there may be additional per-incident charges depending on the urgency and nature of the incident.

Response:

MCS – Comply

- 39.5. How long is the standard warranty for the proposed phones?

Response:

One year from the date of installation

- 39.6. What is the normal turnaround time for warranty replacement of the proposed phones?

Response:

Mercury has a fully stocked warehouse. In the unlikely event a part is not available in our warehouse, NEC's headquarters is located in Irving, Texas and we are only a short drive to their warehouse.

- 39.7. Please provide pricing for a 3-year maintenance agreement for each of the proposed phone models and the normal turnaround time for maintenance replacement.

**Response:**

Location	Ports	3 Year Warranty	Maintenance with Warranty	Mercury Maintenance
Service Center (2400)	340 (apprx.)	\$6,120.00	\$340.00 per month	\$595.00 per month
Athletic Center	112	\$2,016.00	\$112.00 per month	\$196.00 per month
Conference Center	112	\$2,016.00	\$112.00 per month	\$196.00 per month
Finance Center	72	\$1,296.00	\$72.00 per month	\$126.00 per month
Police Station	188	\$3,384.00	\$188.00 per month	\$329.00 per month
Town Hall	64	\$1,152.00	\$64.00 per month	\$112.00 per month

**40. Additional Training Options**

Please describe additional training options available for in-house administrators of the proposed system above and beyond the basic training already specified.

40.1. Please list available courses, training providers, and costs.

**Response:**

Mercury will sponsor any and all in-house administrators for training classes offered by the telephone manufacturer.

40.2. Please include course descriptions, including schedule, locations, and prerequisites.

**Response:**

MCS will provide training schedules and costing upon award of bid

**41. Buyback and Disposal**

41.1. The winning bidder must provide a buy back option on working telephony equipment that will not be used by the Town in the proposed system. The Town understands that buyback offers cannot be determined until the winning bidder has inventoried the existing system to identify installed components. Please acknowledge.

**Response:**

MCS – Comply

41.2. The winning bidder must remove and dispose of existing telephony equipment, working or otherwise, that will not be used by the Town in the proposed system. Please acknowledge.

**Response:**

MCS – Comply

42.



#### 43. Summary of Costs for System Upgrade Option

Please itemize and summarize the hardware, software, and costs in spreadsheet format. Costs should be listed on the spreadsheet using the categories provided below. Additional categories may be added if necessary.

This cost summary is for a system upgrade, re-using as much existing hardware as possible.

Please mark each of the following checkboxes to confirm the inclusion of the following information:

Please provide the electronic copy of the summary in Excel XLS or PDF format, clearly labeled as a response to this question.

What is the name of this file?

Response:

Please see the following:

- ▶ Athletic Center Pricing – Upgrade
- ▶ Conference Center Pricing – Upgrade
- ▶ Finance Center Pricing – Upgrade
- ▶ Schedule A
- ▶ Schedule C
- ▶ Schedule I

### Athletic Center Pricing - Upgrade

NEC NEAX 2000 IPS	QUANTITY	PRICE	TOTAL
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	2	\$ 1,656.07	\$ 1,656.07
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	2	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	2	\$ 580.18	\$ 580.18
PN-CP15	1	\$ 3,381.91	\$ 3,381.91
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	2	\$ 231.34	\$ 231.34
Internal Batteries	3	\$ 231.34	\$ 231.34
Hanger Assembly	3	\$ 70.60	\$ 70.60
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
<b>Special Extended Discount:</b>			\$ (3,200.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 14,416.15</b>
IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00			

### Conference Center Pricing - Upgrade

NEC NEAX 2000 IPS	QUANTITY	PRICE	TOTAL
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	2	\$ 1,656.07	\$ 1,656.07
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	2	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	2	\$ 580.18	\$ 580.18
PN-CP15	1	\$ 3,381.91	\$ 3,381.91
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	2	\$ 231.34	\$ 231.34
Internal Batteries	3	\$ 231.34	\$ 231.34
Hanger Assembly	3	\$ 70.60	\$ 70.60
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
<b>Special Extended Discount:</b>			\$ (3,200.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 14,416.15</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00

### Fianace Center Pricing - Upgrade

NEC NEAX 2000 IPS	QUANTITY	PRICE	TOTAL
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	1	\$ 828.04	\$ 828.04
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	1	\$ 219.87	\$ 219.87
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	1	\$ 290.09	\$ 290.09
Power Cable A	1	\$ 38.56	\$ 38.56
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	1	\$ 115.67	\$ 115.67
Internal Batteries	2	\$ 154.22	\$ 154.22
Hanger Assembly	2	\$ 47.74	\$ 47.74
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,400.00
<b>Special Extended Discount:</b>			\$ (2,100.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 10,800.46</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00

<b>SCHEDULE A - Upgrade</b>			
<b>TOWN OF ADDISON - SERVICE CENTER WITH CCIS AND IP TRUNKING</b>			
<b>DATED 12-6-2006</b>			
<b>NEC NEAX 2400IPX</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
PZ-GT25	1	\$ 826.27	\$ 826.27
FLASH-ATA-320M	1	\$ 826.27	\$ 826.27
PZ-DK222 (KEY)	1	\$ 272.23	\$ 272.23
PH-PC36	1	\$ 797.54	\$ 797.54
FRONT COVER	1	\$ 141.59	\$ 141.59
SPH-SW10	1	\$ 1,497.28	\$ 1,497.28
SR1276 IPX CAU-B	1	\$ 204.52	\$ 204.52
SR1276 IPX CAU-F	1	\$ 292.07	\$ 292.07
IPX 2 PORTS CA-A	2	\$ 59.85	\$ 119.70
34PH EXCLK CA-B	1	\$ 97.81	\$ 97.81
IPX EXALM-CA-A	1	\$ 179.89	\$ 179.89
MT24 TSW CA-90	1	\$ 112.18	\$ 112.18
NEAX 2400 IPX DOCUMENTATION CD	1	\$ 194.94	\$ 194.94
SP-3001 16 LCBH (CHIP KIT)	1	\$ 164.16	\$ 164.16
CHIP KIT SP-3029 (24PRTBA)	3	\$ 54.72	\$ 164.16
CHIP KIT SW-200 (24CCT)	3	\$ 54.72	\$ 164.16
CHIP KIT SP-3125 (16ELCH)	2	\$ 41.04	\$ 82.08
CD 50-101 UNIV 2400 GENERIC CONFIG	1	\$ 6,804.43	\$ 6,804.43
NEAX 2400 2 PIM CONFIG OPTION	1	\$ 2,735.32	\$ 2,735.32
UNIV2400 CCIS/FCCS NETWORKING LICENSE	1	\$ 3,939.32	\$ 3,939.32
UNIV2400 ISDN/SIG NETWORKING LICENSE	1	\$ 3,939.32	\$ 3,939.32
UNIV2400 P2P CCIS (1CH) LICENSE	64	\$ 10,368.51	\$ 10,368.51
NETWORKING CONFIG	1	\$ 4,860.50	\$ 4,860.50
MPX/IMX SOFT UPGRADE FEE	1	\$ 1,641.60	\$ 1,641.60
IMG0 UNIV UPG KIT-A	1	\$ 6,318.11	\$ 6,318.11
SN1734 CPRRS-A	1	\$ 6,804.43	\$ 6,804.43
FRONT COVER	3	\$ 58.36	\$ 175.10
SP-785 16LCBE CHIP KIT	2	\$ 13.68	\$ 27.36
SPA-32IPPADB	2	\$ 9,454.37	\$ 9,454.37
PX-PC01 WITH CUSTOMIZING	1	\$ 1,313.30	\$ 1,313.31
NEC IPX MAT	1	\$ 215.60	\$ 215.60
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,640.00
SOFTWARE UPGRADE CREDITS FROM NEC			\$ (21,062.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 47,312.13</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$2,320

**ALL CONNECTIVITY FROM PHONE SYSTEM TO CUSTOMER PRIVATE NETWORK AND ANY ASSOCIATED EQUIPMENT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER**



**SCHEDULE C - Upgrade**  
**TOWN OF ADDISON - TOWN HALL**  
**WITH NEW PIMS, CCIS AND IP TRUNKING**  
**DATED 12-6-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,348.26	\$ 4,348.26
IPS Univ Pimmj	1	\$ 828.04	\$ 828.04
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 528.35	\$ 528.35
CCH (AP) Chip Kit	1	\$ 132.09	\$ 132.09
PZ-24IPLA	1	\$ 3,536.75	\$ 3,536.75
NEAX 2000IPS Documentation CD	1	\$ 48.35	\$ 48.35
IPT Card (1) Software Key	1	\$ 96.70	\$ 96.70
LT-64 Port Software	1	\$ 290.09	\$ 290.09
Power Cable A	1	\$ 38.57	\$ 38.57
MAT CA-T Cable	1	\$ 140.15	\$ 140.15
RS-NORM-4S Cable A	1	\$ 106.49	\$ 106.49
48-TW-0.7 Conn Cable	1	\$ 115.67	\$ 115.67
Internal Batteries	2	\$ 154.22	\$ 154.22
Hanger Assembly	2	\$ 48.00	\$ 48.00
<b>TOTAL LABOR &amp; MISCELLANEOUS MATERIALS:</b>			<b>\$ 2,400.00</b>
<b><i>Special Extended Discount:</i></b>			<b>\$ (2,100.00)</b>
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 10,712.95</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$910.00

**SCHEDULE I - Upgrade**  
**TOWN OF ADDISON - VOICEMAIL SYSTEM UPGRADE**  
**DATED 12-6-2006**

<b>CallXpress 7.7</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
CallXpress Advanced Messaging (8 ports / 50 UM Seats)	1	\$ 5,967.00	\$ 5,967.00
NEAX 2000/2400 MCI Integration	1	\$ 810.90	\$ 810.90
D-41 JCT-LS 4 Port PCI Card	2	\$ 1,093.95	\$ 2,187.90
PCI CTBus Cable	1	\$ 68.85	\$ 68.85
SP Line Cords (Bundle of 10)	1	\$ 30.60	\$ 30.60
2 Year Xpresscare for 8 ports	8	\$ 195.08	\$ 1,560.60
Customer Provided Computer	0		
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 2,280.00
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 12,905.85</b>

#### 44. **Summary of Costs for System Replacement Option**

Please itemize and summarize the hardware, software and costs in spreadsheet format. Costs should be listed in the spreadsheet using the categories provided below. Additional Categories may be added if necessary.

This cost summary is for a system replacement, including system cabinets, line cards, etc.

Please mark each of the following checkboxes to confirm the inclusion of the following information:

Please provide the electronic copy of the summary in Excel XLS or PDF format, clearly labeled as a response to this question.

What is the name of this file?

Response:

Please see the following:

- ▶ Schedule A
- ▶ Schedule B
- ▶ Schedule C
- ▶ Schedule D
- ▶ Schedule E
- ▶ Schedule F

## SCHEDULE A

TOWN OF ADDISON - SERVICE CENTER WITH ALL NEW EQUIPMENT  
DATED 12-6-2006

NEC NEAX 2400IPX	QUANTITY	PRICE	TOTAL
NEC IPX MAT	1	\$ 202.13	\$ 202.13
SPA-16COTBE-B	1	\$ 3,036.50	\$ 3,036.50
SPA-24CCTA	6	\$ 4,103.72	\$ 24,622.29
SPA-16LCBJ-B	6	\$ 1,474.94	\$ 8,849.61
PZ-GT25	2	\$ 697.62	\$ 1,395.24
PX-PW02	1	\$ 1,887.85	\$ 1,887.85
FLASH-ATA-320M	2	\$ 697.62	\$ 1,395.24
SN1375 PIMU-A	1	\$ 1,395.24	\$ 1,395.24
PH-PC36 (MUX)	2	\$ 673.37	\$ 1,346.73
REAR COVER (A) ASSEM	1	\$ 67.57	\$ 67.57
FRONT COVER (IPB) ASSEM	1	\$ 119.54	\$ 119.54
EARTH PLATE (A) ASSEM	1	\$ 106.26	\$ 106.26
SPH-SW10 TSW-UB	2	\$ 1,264.15	\$ 2,528.30
SIDE COVER (NA) ASSEM	2	\$ 49.67	\$ 99.33
SR1276 IPX CAU-B	1	\$ 172.67	\$ 172.67
SR1276 IPX CAU-E	1	\$ 40.43	\$ 40.43
SR1276 IPX CAU-F	1	\$ 246.59	\$ 246.59
SR1276 IPX CAU-G	1	\$ 143.80	\$ 143.80
IPX 2 PORTS CA-A	2	\$ 101.06	\$ 202.13
SR1276 IPX CAU-DA	1	\$ 275.47	\$ 275.47
IPX EXALM CA-A	1	\$ 151.88	\$ 151.88
MT24 TSW CA-90	2	\$ 94.71	\$ 189.42
UTP CTG5 ST CA-A0	3	\$ 221.76	\$ 665.28
NEAX 2400 IPX DOCUMENTATION CD	1	\$ 164.59	\$ 164.59
CD 50-101 UNIV2400 GENERIC/CON	1	\$ 5,744.97	\$ 5,744.97
UNIV2400 2 PIM CONFIGURATION	1	\$ 2,872.49	\$ 2,872.49
UNIV2400 350 PORT SOFTWARE CON	1	\$ 2,872.49	\$ 2,872.49
UNIV2400 CCIS/FCCS NETWORK LICENSE	1	\$ 3,693.11	\$ 3,693.11
UNIV2400 ISDN/SIG NETWORK LICENSE	1	\$ 3,693.11	\$ 3,693.11
UNIV2400 DTERM IP (1) LICENSE	8	\$ 65.84	\$ 526.68
UNIV2400 DTERM SP30 (1) LICENSE	4	\$ 127.63	\$ 510.51
UNIV2400 P2P CCIS (1CH) LICENSE	64	\$ 151.88	\$ 9,720.48
BSC UNIV SYSTEM-A	1	\$ 5,908.98	\$ 5,908.98
SN1734 SPRRS-A	2	\$ 5,744.97	\$ 11,489.94
FRONT COVER (UNIA) ASSEM	3	\$ 147.84	\$ 443.52
SPA-32IPPADA	2	\$ 10,217.71	\$ 20,435.42
SPA-PRTC-A	3	\$ 4,513.74	\$ 13,541.22
SPA-16ELCJB-J	7	\$ 2,626.47	\$ 18,385.29
SPA-8RSTAD-A	1	\$ 1,495.73	\$ 1,495.73
PA-PW54-C	2	\$ 821.78	\$ 1,643.57
PA-PW55-C	1	\$ 616.77	\$ 616.77
PX-PC01 WITH CUSTOMIZING	1	\$ 1,231.23	\$ 1,231.23
2400 RS-232C CA-1	3	\$ 73.34	\$ 220.03
2400 RS-232C CA-3	1	\$ 73.34	\$ 73.34
IMX 1-4 PIM STAGING FEE	1	\$ 1,108.80	\$ 1,108.80
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 6,600.00
<b>Special Extended Discount:</b>			\$ (44,000.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 118,131.72</b>

**SCHEDULE B**  
**TOWN OF ADDISON - POLICE STATION**  
**ALL NEW EQUIPMENT**  
**DATED 12-6-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,316.29	\$ 4,316.29
IPS Univ Pimmj	2	\$ 821.95	\$ 1,643.90
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 383.94	\$ 383.94
PZ-24IPLA	1	\$ 3,510.74	\$ 3,510.74
NEAX 2000IPS Documentation CD	1	\$ 47.99	\$ 47.99
PN-CP15	1	\$ 3,357.05	\$ 3,357.05
IPT Card (1) Software Key	1	\$ 95.99	\$ 95.99
8 Seat License	1	\$ 239.96	\$ 239.96
SP30-4 Seat License	1	\$ 1.22	\$ 1.22
PN-8COTS - 8 Port Central Office Card	1	\$ 431.93	\$ 431.93
PN-8LCAA - 8 Port Analog Station Card	6	\$ 527.31	\$ 3,163.86
PN-8DLCP - 8 Port Digital Station Card	11	\$ 527.31	\$ 5,800.41
PN-8RSTG	1	\$ 422.21	\$ 422.21
SPN-DTA (CCT)-A (AP)	2	\$ 1,918.49	\$ 3,836.97
LT-64 Port Software	2	\$ 287.96	\$ 575.91
Power Cable A	1	\$ 38.27	\$ 38.27
MAT CA-T Cable	1	\$ 139.12	\$ 139.12
RS-NORM-4S Cable A	1	\$ 105.71	\$ 105.71
RS RVS-4S CA-C	1	\$ 143.98	\$ 143.98
48-TW-0.7 Conn Cable	2	\$ 114.82	\$ 229.64
Internal Batteries	3	\$ 76.55	\$ 229.64
Hanger Assembly	3	\$ 23.69	\$ 71.08
<b>TOTAL LABOR &amp; MISCELLANEOUS MATERIALS:</b>			<b>\$ 4,500.00</b>
<b>Special Extended Discount:</b>			<b>\$ (4,200.00)</b>
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 29,087.00</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,750.00

**SCHEDULE C**  
**TOWN OF ADDISON - TOWN HALL**  
**ALL NEW EQUIPMENT**  
**DATED 12-6-2006**

NEC NEAX 2000 IPS	QUANTITY	PRICE	TOTAL
Univ IPS IP 8 Seat System Package	1	\$ 4,316.29	\$ 4,316.29
IPS Univ Pimmj	1	\$ 821.95	\$ 821.95
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 383.94	\$ 383.94
PZ-24IPLA	1	\$ 3,510.74	\$ 3,510.74
PN-8COTS - 8 Port Central Office Card	1	\$ 431.93	\$ 431.93
PN-8LCAA - 8 Port Analog Station Card	2	\$ 527.31	\$ 1,054.62
PN-8DLCP - 8 Port Digital Station Card	4	\$ 527.31	\$ 2,109.24
8 Seat License	1	\$ 239.96	\$ 239.96
SP30-4 Seat License	1	\$ 287.96	\$ 287.96
SPN-DTA(CCT)-A (AP)	1	\$ 1,918.49	\$ 1,918.49
NEAX 2000IPS Documentation CD	1	\$ 47.99	\$ 47.99
IPT Card (1) Software Key	1	\$ 95.99	\$ 95.99
LT-64 Port Software	1	\$ 287.96	\$ 287.96
Power Cable A	1	\$ 38.27	\$ 38.27
MAT CA-T Cable	1	\$ 139.12	\$ 139.12
RS-NORM-4S Cable A	1	\$ 105.71	\$ 105.71
48-TW-0.7 Conn Cable	1	\$ 114.82	\$ 114.82
Internal Batteries	2	\$ 76.55	\$ 153.09
Hanger Assembly	2	\$ 23.69	\$ 47.39
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,400.00
<b>Special Extended Discount:</b>			\$ (3,100.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 16,406.65</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,400.00

**SCHEDULE D****TOWN OF ADDISON - FINANCE CENTER  
ALL NEW EQUIPMENT  
DATED 12-6-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,316.29	\$ 4,316.29
IPS Univ Pimmj	1	\$ 821.95	\$ 821.95
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 383.94	\$ 383.94
PZ-24IPLA	1	\$ 3,510.74	\$ 3,510.74
NEAX 2000IPS Documentation CD	1	\$ 47.99	\$ 47.99
PN-8LCAA - 8 Port Analog Station Card	3	\$ 527.31	\$ 1,581.93
PN-8DLCP - 8 Port Digital Station Card	4	\$ 527.31	\$ 2,109.24
SP30-4 Seat License	1	\$ 287.96	\$ 287.96
8 Seat License	1	\$ 239.96	\$ 239.96
SPN-DTA(CCT)-A (AP)	1	\$ 1,918.49	\$ 1,918.49
IPT Card (1) Software Key	1	\$ 95.99	\$ 95.99
LT-64 Port Software	1	\$ 287.96	\$ 287.96
Power Cable A	1	\$ 38.27	\$ 38.27
MAT CA-T Cable	1	\$ 139.12	\$ 139.12
RS-NORM-4S Cable A	1	\$ 105.71	\$ 105.71
48-TW-0.7 Conn Cable	1	\$ 114.82	\$ 114.82
Internal Batteries	2	\$ 76.55	\$ 153.09
Hanger Assembly	2	\$ 23.69	\$ 47.39
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,400.00
<b>Special Extended Discount:</b>			\$ (3,100.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 16,502.03</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,400.00

**SCHEDULE E**  
**TOWN OF ADDISON - ATHLETIC CENTER**  
**ALL NEW EQUIPMENT**  
**DATED 12-6-2006**

<b>NEC NEAX 2000 IPS</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
Univ IPS IP 8 Seat System Package	1	\$ 4,316.29	\$ 4,316.29
IPS Univ Pimmj	2	\$ 821.95	\$ 1,643.90
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 383.94	\$ 383.94
PN-8COTS - 8 Port Central Office Card	1	\$ 431.93	\$ 431.93
PN-8LCAA - 8 Port Analog Station Card	7	\$ 527.31	\$ 3,691.17
PN-8DLCP - 8 Port Digital Station Card	4	\$ 527.31	\$ 2,109.24
SP30 - 4 Seat License	1	\$ 287.96	\$ 287.96
NEAX 2000 IPS Documentation CD	1	\$ 47.99	\$ 47.99
IPT Card (1) Software Key	1	\$ 95.99	\$ 95.99
LT-64 Port Software	1	\$ 287.96	\$ 287.96
8 Seat IP License	1	\$ 239.96	\$ 239.96
PZ-24IPLA	1	\$ 3,510.74	\$ 3,510.74
SPN-DTA (CCT)-A (AP)	1	\$ 1,918.49	\$ 1,918.49
Power Cable A	1	\$ 38.27	\$ 38.27
MAT CA-T Cable	1	\$ 139.12	\$ 139.12
RS-NORM-4S Cable A	1	\$ 105.71	\$ 105.71
48-TW-0.7 Conn Cable	2	\$ 114.82	\$ 229.64
Internal Batteries	2	\$ 76.55	\$ 153.09
Hanger Assembly	2	\$ 23.69	\$ 47.39
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,400.00
<b>Special Extended Discount:</b>			\$ (3,600.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 19,479.96</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,400.00



**SCHEDULE F**  
**TOWN OF ADDISON - CONFERENCE CENTER**  
**ALL NEW EQUIPMENT**  
**DATED 12-6-2006**

NEC NEAX 2000 IPS	QUANTITY	PRICE	TOTAL
Univ IPS IP 8 Seat System Package	1	\$ 4,316.29	\$ 4,316.29
IPS Univ Pimmj	2	\$ 821.95	\$ 1,643.90
Key Keeper (FD) - Software Key	1	\$ 1.22	\$ 1.22
CCIS Link (4) Software Key	1	\$ 383.94	\$ 383.94
PN-8COTS - 8 Port Central Office Card	1	\$ 431.93	\$ 431.93
PN-8LCAA - 8 Port Analog Station Card	7	\$ 527.31	\$ 3,691.17
PN-8DLCP - 8 Port Digital Station Card	4	\$ 527.31	\$ 2,109.24
SP30 - 4 Seat License	1	\$ 287.96	\$ 287.96
NEAX 2000 IPS Documentation CD	1	\$ 47.99	\$ 47.99
IPT Card (1) Software Key	1	\$ 95.99	\$ 95.99
LT-64 Port Software	1	\$ 287.96	\$ 287.96
8 Seat IP License	1	\$ 239.96	\$ 239.96
PZ-24IPLA	1	\$ 3,510.74	\$ 3,510.74
SPN-DTA (CCT)-A (AP)	1	\$ 1,918.49	\$ 1,918.49
Power Cable A	1	\$ 38.27	\$ 38.27
MAT CA-T Cable	1	\$ 139.12	\$ 139.12
RS-NORM-4S Cable A	1	\$ 105.71	\$ 105.71
48-TW-0.7 Conn Cable	2	\$ 114.82	\$ 229.64
Internal Batteries	2	\$ 76.55	\$ 153.09
Hanger Assembly	2	\$ 23.69	\$ 47.39
TOTAL LABOR & MISCELLANEOUS MATERIALS:			\$ 3,400.00
<b>Special Extended Discount:</b>			\$ (3,600.00)
<b>TOTAL INSTALLED COST OF SYSTEM:</b>			<b>\$ 19,479.96</b>

IF OVERTIME HOURS ARE REQUESTED ADD AN ADDITIONAL \$1,400.00

**SCHEDULE G - Option****TOWN OF ADDISON - REDUNANCY OPTION  
DATED 12-6-2006**

<b>REDUNANCY FOR NEC NEAX 2400 IPX</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
PZ-GT25	1	\$ 826.27	\$ 826.27
PX-PW02	1	\$ 2,236.00	\$ 2,236.00
FLASH-ATA-320M	1	\$ 826.27	\$ 826.27
PH-PC36(MUX)	1	\$ 797.54	\$ 797.54
SPH-SW10 TSW-UB	1	\$ 1,497.28	\$ 1,497.28
PA-PW54-B	2	\$ 973.33	\$ 973.33
SR1276 IPX CAU-E	1	\$ 47.88	\$ 47.88
SR1276 IPX CAU-G	1	\$ 170.32	\$ 170.32
34PH EXCLK CA-B	1	\$ 97.81	\$ 97.81
SR1276 IXP CAU-DA	1	\$ 326.27	\$ 326.27
MT24 TSW CA-90	1	\$ 112.18	\$ 112.18
SN1732 CPRRS-A	1	\$ 6,804.43	\$ 6,804.43
UTPCTG5STCA-AO	3	\$ 811.00	\$ 811.00
<b>TOTAL FOR REDUNANCY:</b>			<b>\$ 15,526.58</b>

REDUNANCY INSTALLATION - LABOR AT NO CHARGE IF DONE DURING UPGRADE

**SCHEDULE H****TOWN OF ADDISON - TELEPHONES  
DATED 12-6-2006**

<b>TELEPHONES</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
16 Button Display Speakerphone (DTR-16D-2 (BK)	200	\$ 215.71	\$ 43,142.00
32 Button Display Speakerphones (DTR-32D-1 (BK)	25	\$ 307.20	\$ 7,680.00
<b>TOTAL</b>			<b>\$ 50,822.00</b>

LABOR IS NOT INCLUDED

# Appendix

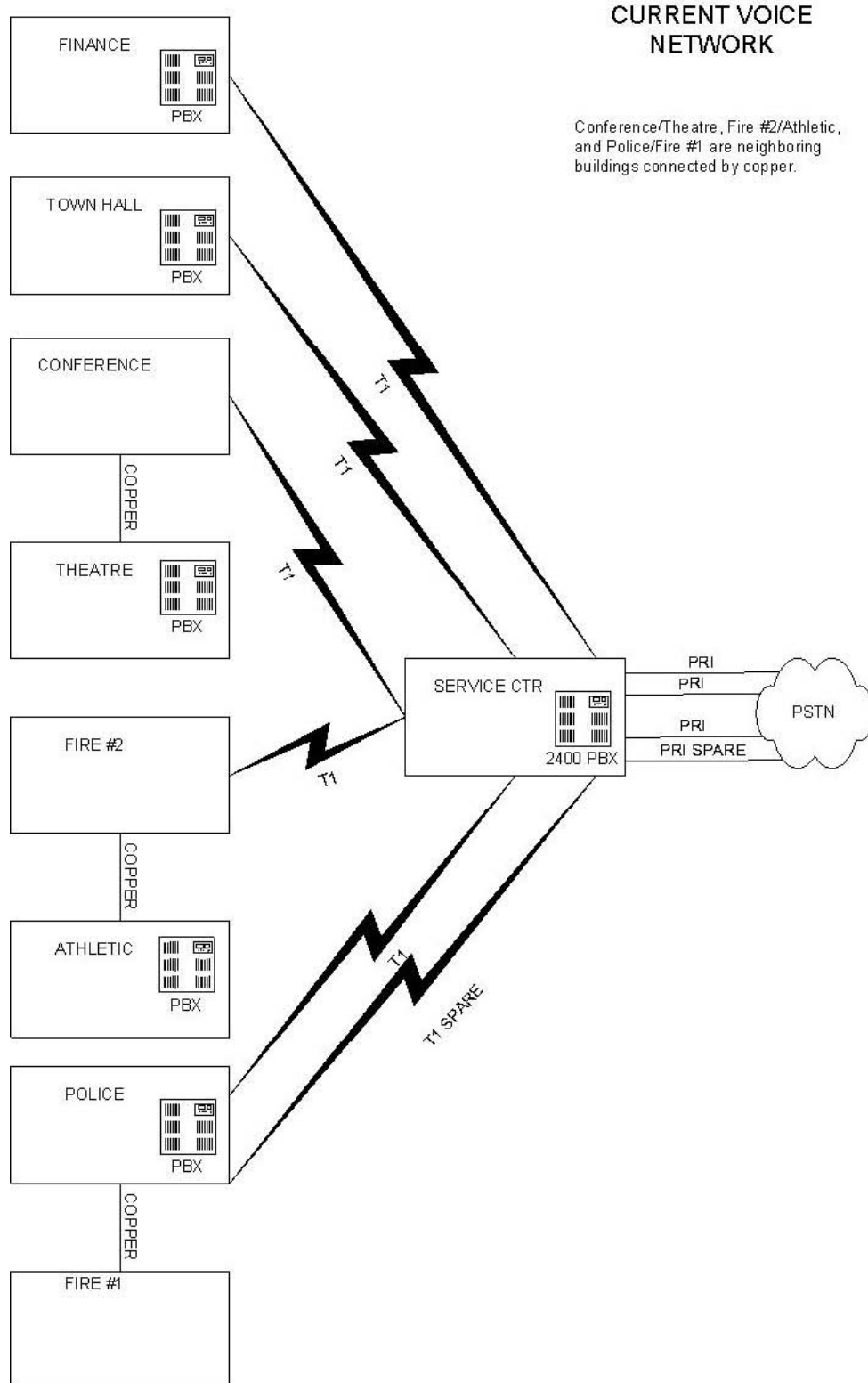
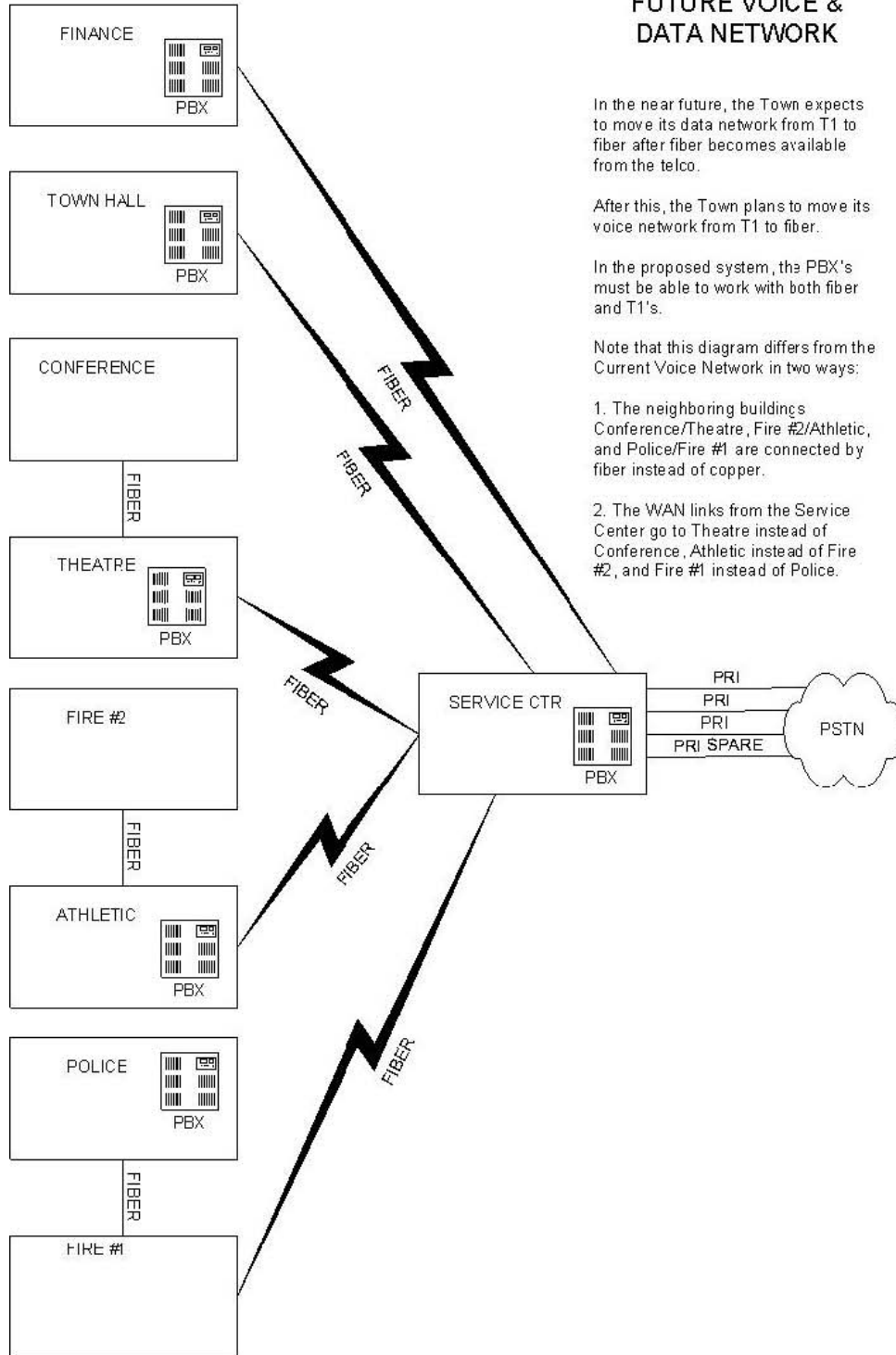


Diagram 1 Diagram 2



**FUTURE VOICE & DATA NETWORK**

In the near future, the Town expects to move its data network from T1 to fiber after fiber becomes available from the telco.

After this, the Town plans to move its voice network from T1 to fiber.

In the proposed system, the PBX's must be able to work with both fiber and T1's.

Note that this diagram differs from the Current Voice Network in two ways:

1. The neighboring buildings Conference/Theatre, Fire #2/Athletic, and Police/Fire #1 are connected by fiber instead of copper.

2. The WAN links from the Service Center go to Theatre instead of Conference, Athletic instead of Fire #2, and Fire #1 instead of Police.

# Vendor Attachments

## Approved Contracts and Mutually Agreed Upon Language

**Due to the fact that our corporation has already engaged with the Town of Addison, the legal approval process can be shortened if not eliminated. The following attachments are contracts that have already been mutually agreed upon between the Town of Addison and Mercury Communications Inc,**

### TERMS AND CONDITIONS

#### CUSTOMER RESPONSIBILITIES

Purchaser is responsible for each and all of the following:

1. The completion of all building, electrical conduit and cabling work to the location of the installation main telephone equipment room prior to the date of delivery of the Equipment to the Installation Address; and
2. the installation of telephone wires and any conduit through which telephone wires are to be installed, and any special wiring, cabinets and backboards required under the appropriate building, electrical or other codes or regulations in the demised premises including the main telephone equipment room; and
3. the installation of electrical outlets with the proper voltage for operation of the Equipment; and
4. providing the appropriate clean, air-conditioned environment necessary for the continuous operation of the Equipment; and
5. the ordering and installation of all telephone lines, circuits, cables, fiber connectors or other media providing the aligned services necessary to operate the Equipment in the manner for which it is intended, including laying, running, digging, cutting, patching, trenching and repairs necessary to bring the aligned services to the main telephone equipment room, ready for installation connection to the Equipment and circuit confirmation.

#### **MERCURY RESPONSIBILITIES**

Mercury's obligations under this Contract are as follows:

1. Installation in a prompt and expeditious manner of the Equipment itemized and purchased in the Description section under the terms and conditions of this Agreement; all Equipment and all other parts or materials shall be new; and
2. Mercury will assist Purchaser, to the best of its ability, in obtaining trunk lines, and the timely delivery and installation of the Equipment, but Mercury shall be excused from any delay in the installation of the Equipment or trunk lines arising out of causes beyond its reasonable control; and
3. Mercury will establish projected delivery and cutover dates, but all dates established shall be considered approximate, and under no circumstance shall Mercury be liable for damages, special, consequential, or otherwise, resulting from delay or failure to give notice of delay, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct; and
4. Mercury shall only be responsible for pulling cable or extracting cable at the installation site if such work is specifically delineated as being within the scope of work to be done in the Description section of this Agreement; and
5. Mercury shall not be held responsible for damages resulting from the attempted or completed installation of "J" hooks or other similar fasteners in walls, ceilings, partitions, rafters, floors, and roofs, when such "J" hooks or other similar fasteners are necessary to the installation and operation of the Equipment, except to the extent that such damages are caused by or result from Mercury's negligence, gross negligence, or willful misconduct.
6. Mercury will retain risk of loss and damage for all Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Mercury of any Equipment) and installation.
7. Mercury is responsible for any injury, damage, or destruction caused by or resulting from any act or omission of Mercury or of Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons").
8. Mercury shall procure at its own expense and maintain at all times while Mercury is performing services under this Contract at the Purchaser's facilities, (a) a commercial general liability insurance policy with minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations (\$1,000,000 products/ completed operations aggregate) and owner's and contractor's protective insurance (coverage for products/completed operations must be maintained for at least two (2) years after the termination of this Contract); such coverage must be amended to provide for an each-project aggregate limit of insurance (an alternative would be to have separate limits for all lines of general liability coverage for each project), (b) comprehensive automobile liability insurance policy at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired automobile coverage, (c) technology errors and omissions insurance (which must not contain an exclusion for personal injury or property damage) for electronic data processing consultants at minimum limits of \$1,000,000 (and such insurance must be maintained for at least two (2) years after the termination of this Contract; if such coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Contract (or earlier) must be maintained during the full term of this Contract), and (d) Workers Compensation insurance at statutory (Texas) limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

With reference to the foregoing insurance requirements, Mercury shall specifically endorse applicable insurance policies as follows: (i) the Town of Addison, Texas shall be named as an additional insured with respect to general liability and automobile liability; (ii) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions; (iii) a waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies; (iv) all insurance policies shall be endorsed to require the insurer to provide at least thirty (30) days notice to the Town of Addison of any material change in the insurance coverage; (v) all insurance policies shall be endorsed to the effect that the Town of Addison will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance; (vi) all insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance; (vii) required limits may be satisfied by any combination of primary and umbrella liability insurances; (viii) Mercury may maintain reasonable and customary deductibles, subject to approval by the Town of Addison; (ix) insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, provided to the Purchaser, and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein; (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison; and (iii) upon request, Mercury shall furnish the Town of Addison with certified copies of all insurance policies.

9. MERCURY AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES OF ANY NATURE WHATSOEVER (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) MERCURY'S PERFORMANCE OF THIS CONTRACT, (B) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF MERCURY'S OBLIGATIONS UNDER THIS CONTRACT, AND (C) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF MERCURY OR OF ANY MERCURY PERSONS UNDER, RELATED TO, OR IN CONNECTION WITH, THIS CONTRACT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

WITH RESPECT TO MERCURY'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN, MERCURY SHALL HAVE NO DUTY TO INDEMNIFY ANY OF THE INDEMNIFIED PERSONS FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSONS. FURTHER, IF AN INDEMNIFIED PERSON SUFFERS DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF MERCURY AND PURCHASER, MERCURY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO MERCURY'S OWN PERCENTAGE OF RESPONSIBILITY.

With respect to Mercury's duty to defend set forth herein in subsection, Mercury shall have the duty, at its sole cost and expense, through counsel of its choice (subject to Purchaser's reasonable consent), to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Contract. In the event that Mercury fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Contract, Purchaser (and any of the Indemnified Persons, as the case may be) shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Mercury, and Mercury shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town (and any of the Indemnified Persons, as the case may be) in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

The terms and provisions of the defense and indemnity set forth in this Contract shall survive the expiration or termination of this Contract.

## DELIVERY AND CUTOVER DATES

"Cutover Date" is the date on which Purchaser is notified in writing by Mercury (the "Initial Substantial Performance Notice") that the Equipment is installed and substantially performs the function for which it is intended. If the Equipment does not substantially perform to Purchaser's satisfaction as of the Cutover Date, Mercury will correct the deficiencies, and the Cutover Date shall be extended to the date on which the Equipment substantially performs to Purchaser's satisfaction; provided, however, that if after ten (10) calendar days (unless further extended by Purchaser) following the date of the Initial Substantial Performance Notice, the Equipment still has not met all of the specifications and the terms and conditions of this Contract to Purchaser's satisfaction, Purchaser may elect to exercise any of its remedies. Minor performance conditions, unavailability of certain features, or failures, which do not materially affect or impede the basic function of the entire system do not affect the Cutover Date. The Cutover Date is not affected by the failure of the system to operate due to the unavailability of electrical power or trunk lines from the serving utility companies or by Purchaser's failure to meet any of its responsibilities or perform any of its obligations prior to Equipment installation.

No use of the Equipment by Purchaser prior to the final acceptance date of the Equipment by the Purchaser shall constitute an acceptance of the Equipment, any component thereof, or any of Mercury's services.

## Termination

(A) **Termination for Cause.** Either party may terminate this Contract for the other party's failure to meet any material obligation hereunder if the defaulting party has failed to take corrective action within seven (7) days (or such longer period as the parties may agree) of its receipt of written notification of a failure, which corrective action has a substantial likelihood of effecting a cure of the failure within a reasonable period thereafter. If Purchaser terminates the Agreement for an uncured failure by Mercury, Purchaser will pay Mercury for any Equipment that Purchaser elects to accept. Purchaser will return to Mercury any Equipment that it does not elect to accept and pay for. Mercury will pay to Purchaser the actual damages that are caused by Mercury's failure.

(B) **Termination for Convenience.** Purchaser, by written notice, may terminate this Contract, in whole or in part. Upon receipt of the termination notice, Mercury will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Contract (except as necessary to complete the continuing portion of the Contract, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of Purchaser, settle all outstanding liabilities arising thereunder, deliver to Purchaser all Equipment in progress (including all applicable interests in and rights thereto), completed work, supplies, and services produced or acquired for the work terminated, and complete performance of any work not terminated. Purchaser will pay Mercury for all Equipment delivered and installed and for Mercury's services provided through the effective date of termination.

(C) **Failure of Equipment to Work Properly.** In the event the Equipment or any portion thereof does not conform to applicable Equipment specifications and does not work to Purchaser's satisfaction, Purchaser may, at its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies: (i) require continued refinement and retesting of the Equipment; (ii) accept the Equipment with an equitable price adjustment for the non-conforming part of the Equipment; or (iii) return the Equipment, in whole or in part, and receive from Mercury a repayment of any funds paid to Mercury by Purchaser under this Contract and any damages resulting from the failure of the Equipment to work properly (and Mercury shall remove the Equipment and reinstall the existing equipment).

#### ASSIGNMENT

Neither Mercury nor Purchaser shall assign, transfer, or otherwise convey, or subcontract, this Contract or any of their respective rights, obligations, duties, and responsibilities contained herein, without the prior written consent of the other party, and any such assignment, transfer, conveyance, or subcontract without the other party's prior written consent shall be considered null and void.

#### MISCELLANEOUS

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained therein.

This Contract shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of law provisions) and is fully performable in Dallas County, Texas. The parties agree that the exclusive venue of any action to construe, enforce or interpret this Contract shall be in Dallas County, Texas.

This Contract contains the entire agreement of the parties hereto with respect to the sale of equipment and no modifications, additions or amendments hereto shall be valid unless in writing and signed by Mercury and the Purchaser.

Mercury shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow the Purchaser to exercise discretion or control over the professional manner in which Mercury performs the services which are the subject matter of the Contract; provided always however that the services to be provided by Mercury shall be provided in a manner consistent with all applicable standards and regulations governing such services. In no event shall the Purchaser have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Mercury hereunder, notwithstanding any of the rights and authority of the Purchaser set forth in this Contract.

#### WARRANTY AND MAINTENANCE PROGRAM

**Limited Warranty-First Year.** Subject to the provisions of this section, Mercury warrants ("Limited Warranty") that the Equipment will be free from defects in material and workmanship and will conform to applicable Equipment specifications for a period of one (1) year (the "Original Warranty Period") from the Cutover Date.

**Mercury Investment Protection Plan.** Subject to the provisions of this section and the terms and conditions of the Mercury Investment Protection Plan, Mercury and Mercury Protection, Inc. ("Protection") warrant that the Equipment will be free from defects in material and workmanship and will conform to applicable equipment specifications for a period of four (4) years ("Extended Warranty Period") from the expiration of the Original Warranty Period. These Terms and Conditions shall apply to such Mercury Investment Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Investment Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Mercury Maintenance Protection Plan.** If purchased, and subject to the provisions of this section and the terms and conditions of the Mercury Maintenance Protection Plan Agreement attached hereto, Mercury and Protection will provide a total maintenance program for the Equipment during the Extended Warranty Period. These Terms and Conditions shall apply to such Mercury Maintenance Protection Plan, and are hereby incorporated therein and made a part thereof. If the Mercury Maintenance Protection Plan is terminated early for any reason, Mercury shall promptly refund to Purchaser a ratable share of any fees paid or payments made by Purchaser for the same applicable to the year of termination (which share shall be determined by multiplying the amount of such payments or fees by a fraction, the numerator of which is the number of months remaining in the year (including the month of termination) on the date of termination and the denominator of which is 12).

**Other Warranty.** Mercury warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Mercury's line of business as of the time such services and work are provided. Mercury covenants that its services and work shall meet the Purchaser's standard work rules, security regulations or similar requirements if Mercury is informed of same. Mercury warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in connection with this Contract in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other governmental entities.

Mercury represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the Purchaser) the Equipment and any other items to be delivered by Mercury hereunder.

In connection with this Contract and prior to the Final Acceptance Date, Mercury shall, with respect to the Equipment assign to the Purchaser all benefits of the manufacturer's warranty on such Equipment, or any other guarantee which may apply to any such Equipment, if Mercury has such benefits, warranty or guarantee. Any third party warranties shall begin on the final acceptance date. In addition, Mercury represents that: (i) any third party products shall be of satisfactory quality and fit for any purpose held out by Mercury and its subcontractors; (ii) such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Mercury, and its subcontractors; and (iii) such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

Mercury warrants that all work performed under this Contract shall be free and clear of liens, claims, security interests or encumbrances in favor of Mercury, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials



and equipment relating to this Contract. MERCURY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (TOGETHER, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) (AS A RESULT OF ANY LIEN FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY SUCH WORK, OR ANY OTHER PROPERTY OF THE PURCHASER OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS. Mercury shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the Purchaser and any third party free and clear of all liens.

Prior to execution of this Contract, Mercury evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas. Purchaser assumes no responsibility or liability for the physical condition or safety of any site or any improvements located on any site. Mercury shall be solely responsible for providing a safe place for the performance of its work.

Mercury represents and warrants that it is and shall be during all time of this Contract duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Mercury's ability to perform its obligations hereunder.

**Limitations.** If any defects covered by the Limited Warranty or Mercury Investment Protection Plan appear within any warranty period, Mercury shall have the option of repairing or replacing (with new Equipment) the Equipment at its sole expense. Such repair or replacement shall be Purchaser's exclusive remedy for breach of warranty, and such repair or replacement shall be to Purchaser's satisfaction. The Limited Warranty, Mercury Investment Protection Plan and Mercury Maintenance Protection Plan program do not extend to any Equipment which has been (a) misused, neglected, abused or involved in or subjected to an accident (except for misuse, neglect, abuse or accident resulting from any act or omission of Mercury or any Mercury Persons), (b) modified, rewired, repaired, altered, reworked or redesigned by anyone other than Mercury without its prior written approval, (c) installed by someone other than Mercury, its affiliates, or any Mercury Persons, or (d) used in violation of instructions furnished by Mercury (except for such use by Mercury, its affiliates, or any Mercury Persons).

Equipment must be installed by Mercury and operated within an environment meeting or exceeding minimum operational environmental conditions as defined by equipment manufacturers documentation.

PURCHASER AGREES THAT ITS EXCLUSIVE REMEDIES AND MERCURY'S ENTIRE LIABILITY WITH RESPECT TO THE EQUIPMENT IS AS SET FORTH IN THIS CONTRACT. MERCURY SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS) OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S IMPROPER USE OF THE EQUIPMENT.

THE LIMITED WARRANTY, MERCURY INVESTMENT PROTECTION PLAN, MERCURY MAINTENANCE PROTECTION PLAN PROGRAM, AND OTHER WARRANTIES SET FORTH HEREIN SHALL BE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

**ADDITIONAL PROVISIONS:**

This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery to: (i) to Purchaser: Town of Addison, Texas, 5300 Belt Line Road, Dallas, Texas 75254, Attn: City Manager; (ii) To Mercury: \_\_\_\_\_ . For purposes of this Contract, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally or sent via telecopy or facsimile transmission with written confirmation of receipt; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

This Contract is not binding until accepted by Mercury Communication Services, Inc. and signed by its corporate officer.

MERCURY COMMUNICATION SERVICES, INC.

PURCHASER: -

By: Gregory F. Osler

By:

Its: President

Its:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Agreements Already Mutually Agreed Upon:****TERMS AND CONDITIONS**

The Mercury Maintenance Protection Plan ("MMPP") covers all telephone system repairs including replacement parts and labor, and travel in the event of a hardware failure of a component. MMPP covers additional training as long as the system is covered. MMPP provides full service four (4) hour response to emergencies. An emergency is defined as a major failure where the Equipment or any portion thereof cannot make or receive calls. Customer specifically agrees that service calls made by Mercury Communication Services, Inc. upon the customer's request after 5:00 p.m. or before 8:00 a.m. weekdays or on Saturday, Sunday or holidays that is not an emergency as mentioned previously herein, will be invoiced to the customer at the then applicable rate per hour with a minimum of four (4) hours charge per visit by technician. In all other circumstances, response will be within twenty-four (24) hours of notification and may be billed as a service call if no covered repair is required. This maintenance agreement does not apply to installation of additional equipment (except as may be necessary to make a covered repair), moving previously installed equipment (except as may be necessary to make a covered repair), or customer requested changes in Equipment configuration.

The maintenance plan will not provide for: (1) repair, replacement, modification, alteration or additions to the Equipment by any person other than an authorized representative of Mercury Communication Services, Inc. ("Mercury") or as otherwise directed or authorized by Mercury (if such action occurs, Mercury may terminate this agreement); (2) repair or replacement required where damage to covered equipment or components is due to any Act of God, insufficient heating/ventilation/air conditioning, lightning, power surges, vandalism, fire, water, or other peril, misuse, abuse, or negligence of the customer or any agent or employee thereof; or (3) replacement of batteries, and service to headsets, printers, and cordless telephones; and (4) for service when account is in default (unless there is a dispute regarding the same).

This maintenance plan shall be void as to equipment damage caused by any move, relocation, modification, repair, or alteration of the Equipment not authorized by Mercury. The liability of Mercury is only as herein set forth and as set forth in any other provisions or other terms and conditions made a part hereof or incorporated herein by reference.

**MMPP adds the following coverage:**

1. \$50.00 deductible waived.
2. No charge for:
  - a. Any non-Investment Protection Plan service or repair;
  - b. Service Order Charges;
  - c. Administrative fees;
  - d. Wiring and cabling problem service;
  - e. No-Trouble-Found visits;
  - f. Assist in reporting telephone provider problems;
  - g. Additional customer training;
  - h. Coordinating with long distance companies;
  - i. The replacement of defective base cords and handset cords;

- j. Free consultation and re-design;
- k. Free remote programming;
- l. Etiquette training;
- m. Guaranteed emergency response times;
- n. Price protection guarantee on current parts in current production;
- o. Guarantee that maintenance prices will not increase over three-year coverage.

**Items Not Covered:**

1. Adds, moves and changes in equipment configuration.
2. Abuse, neglect, misuse of equipment (except as may be caused by an act or omission of Mercury, its officers, employees, agents, representatives, contractors, subcontractors, or other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons")).
3. Equipment involved in a fire, accident or other casualty (except as may be caused by an act or omission of Mercury or any Mercury Persons).
4. Equipment that has been re-wired, altered, re-worked or re-designed by anyone other than Mercury or any Mercury Persons without its prior written approval.
5. Equipment installed by someone other than Mercury, its affiliates, or any Mercury Persons.
6. Equipment used in violation of instructions furnished by Mercury, except as so used by Mercury, its affiliates, or any Mercury Persons.

**Additional Agreements Already Mutually Agreed Upon:****MERCURY INVESTMENT PROTECTION PLAN WARRANTY TERMS AND CONDITIONS**

Mercury Communication Services, Inc. shall repair or replace all registered hardware components and eligible station terminals found to be defective. System components and phones, which are replaced, shall become Mercury Communication Services property. All replacement components shall be warranted for the remaining term of the Investment Protection Plan term. Mercury Communication Services may replace a defective component with a component from its inventory, provided such component is new. Defective components not purchased from or upon the recommendation of Mercury Communication Services will not be repaired or replaced. Customer will be responsible for the \$50.00 deductible per occurrence.

***Exclusions from Warranty:***

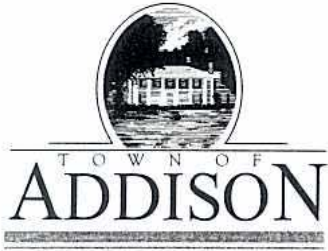
The following are not included under the Investment Protection Plan agreement.

1. Repair or replacement of components, which, in Mercury Communication Services' reasonable opinion and after consultation with Purchaser, is required due to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition (i.e., lightning, water, shock damage), improper storage, transport or handling or failure of components or supplies not furnished by Mercury Communication Services, Inc., provided that the same is not due to, in whole or in part, any act or omission of Mercury Communication Services, Inc., or Mercury's officers, employees, agents, representatives, contractors, subcontractors, or any other person or entity for whom Mercury is responsible or liable (together, "Mercury Persons"), in which event such repair or replacement shall be included under the Investment Protection Plan agreement.

2. Repair or replacement of components that is required due to unauthorized attempts by persons not authorized by Mercury Communication Services to provide service to repair, maintain, or modify the hardware components covered by this Agreement.
3. Repair or replacement of components, which are not part of the original system installed by Mercury Communication Services, Inc. and have not been registered with Mercury Communication Services as covered by the Investment Protection Plan.
4. Repair or replacement of components which, when installed, were neither new nor reconditioned in accordance with Mercury Communication Services procedures and specifications, unless installed by Mercury or any Mercury Persons.
5. Software failure, batteries, headsets, printers, and analog cordless telephones.
6. Investment Protection Plan (Warranty) coverage will be available on added or substitute components upon payment to Mercury Communication Services, Inc. of the applicable fee, if such added or substitute components are not covered by the Investment Protection Plan; otherwise, all added or substitute components shall be warranted for the remaining term of the Investment Protection Plan term.
7. Mercury Communication Services labor and materials that are required in the servicing of system equipment, cabling, or any other non-equipment repair, service, or replacement of components that are not covered under the Investment Protection Plan as set forth in this Exclusions from Warranty.

#### Transfer and Assignment

This Investment Protection Plan is not transferable and may be enforced only by the original purchaser, except with the written consent of Mercury Communication Services, Inc. and upon payment of any applicable transfer fee (\$100.00) and execution of required documentation confirming the terms of such assignment.



#R6


**BUILDING INSPECTION DEPARTMENT**

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From:  Lynn Chandler, Building Official

Date: January 17, 2007

Subject: ME 2007-1

On January 9, 2007 Charter Furniture located at 15101 Midway Road appeared before the City Council requesting a meritorious exception to Sec. 62-185 Specifications of the Addison sign ordinance. The request was for a pole sign 42 foot in height at the northwest corner of their building. The ordinance requires pole signs to be exactly 20 foot in height. After a thorough discussion the Council tabled the request and directed the applicant to submit an alternate pole sign configuration for further review. The applicant has done so.

The staff has reviewed the alternate configuration and has determined that it does not meet the design specifications of the Addison sign ordinance. Therefore staff recommends denial.

## **Request for Sign Variance**

The Charter Furniture/Mapsco building is the only building lower than the bridge and so close to the bridge that a sign on the parapet wall would not be seen from the roadway. All the surrounding buildings are either taller than the bridge and/or set back from the bridge either by design or the railroad easement and can easily be seen from the roadway.





**BAKER SIGN  
COMPANY**  
bakersigns@bakersign.com

The design is sole property of Baker Sign Company. Any unauthorized use or duplication of this drawing is prohibited.

5213 SUN VALLEY DR. FT. WORTH, TX. 76119

Phone# 817-572-7346 FAX# 817-483-0839

Created for the approval of: CHARTER FURNITURE

Approved by:

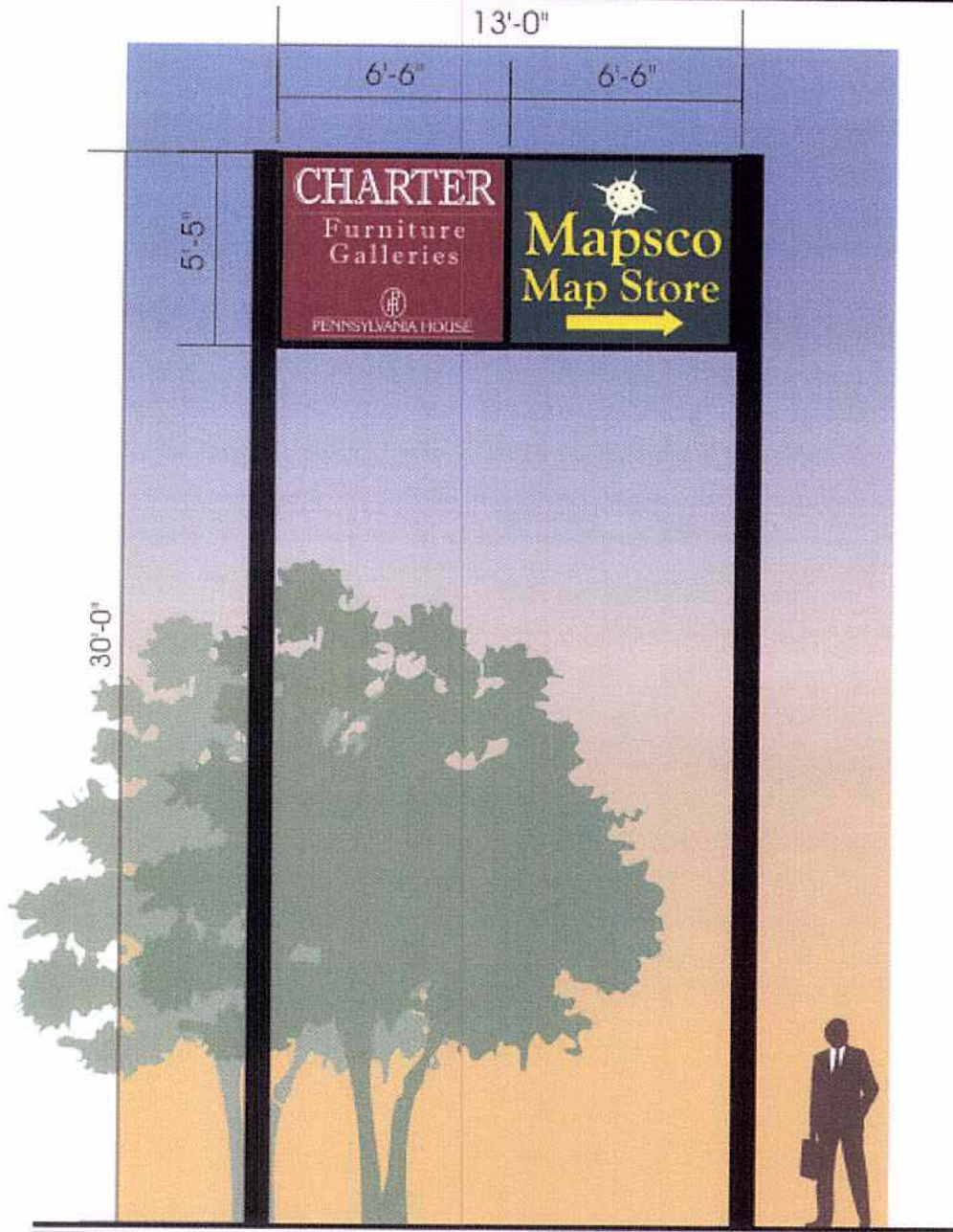
Salesman: EDDIE BAKER

Date: NOV. 17, 2006

Drawing#:

Scale: 3/16" = 1'-0"

Location:



SCALE: 3/16" = 1'-0"







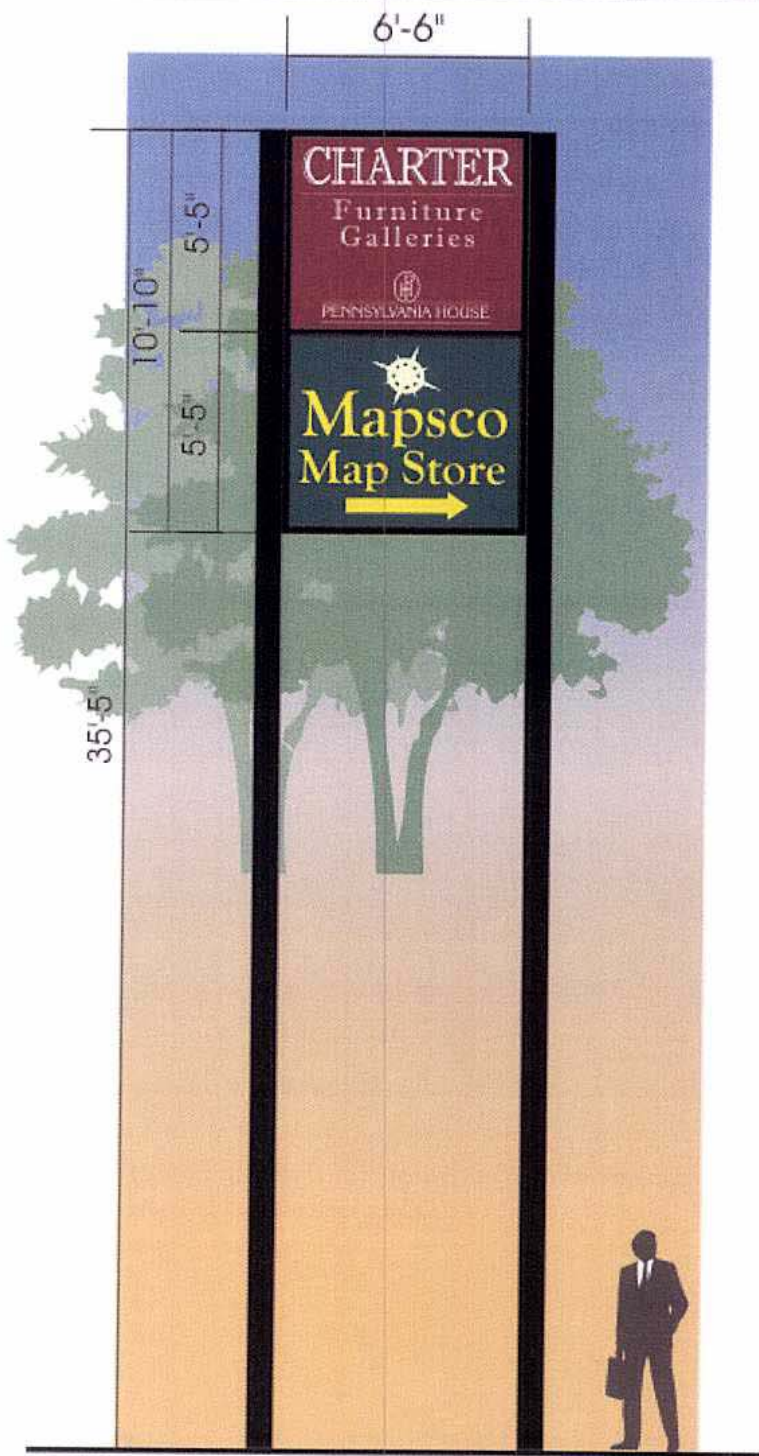
**BAKER SIGN  
COMPANY**  
COURTESY OF GARDEN CITY

5213 SUN VALLEY DR. FT. WORTH, TX. 76119  
Phone # 817-572-7346 FAX # 817-483-0839

Created for the approval of: CHARTER FURNITURE  
Approved by: SALESMAN: EDDIE BAKER

Date: NOV. 17, 2006  
Drawing #:

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SCALE: 3/16" = 1'-0"

