

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
SEPTEMBER 6, 2011 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Agreement with Sprint Solutions, Inc.	✓ Resolution Ordinance Motion Discussion Only	Judy Buttny Finance Director

**SYNOPSIS**

A resolution has been prepared to enter into an agreement with Sprint Solutions, Inc. for mobile phone services for approximately \$26,000 per year.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Organization*.

**FISCAL IMPACT**

The FY2011 General Fund budget includes approximately \$30,000 for these services.

**RECOMMENDATION**

Approval on the September 6, 2011 consent agenda.

**BACKGROUND**

On May 10, 2011, the Village Council authorized an agreement with Verizon Wireless for cellular phone service for all Village employees who are issued a cell phone. This agreement allowed the Village to switch from the previous provider, Sprint/Nextel. After nearly three months of using Verizon service, nearly all departments are satisfied with the change, with the exception of Public Works. Public Works has 72 employees that are issued phones and rely on them primarily for direct connect (radio) communications among one another in the field and with other employees in the Public Works facility. While the Verizon equipment does have this capability and was tested prior to the earlier switch, after three months of experience in the field, it has been determined that it is not as reliable as the equipment and service provided by Sprint/Nextel for the specific uses of employees in the Public Works Department. For this reason, staff is seeking to reestablish the same agreement that was in place previously and return staff in the Public Works department to Sprint/Nextel service. All other employees will remain with Verizon Wireless.

The agreement is based on a state-bid government services agreement and therefore no formal bidding process is required. The pricing under the recommended contract is based on usage and is comparable to the pricing for Verizon Wireless service.

**ATTACHMENTS**

- Resolution
- Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF  
A LETTER OF AUTHORIZATION ALLOWING  
THE VILLAGE OF DOWNERS GROVE TO PARTICIPATE IN  
A STATE-WIDE JOINT PURCHASING AGREEMENT WITH SPRINT SOLUTIONS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Letter of Authorization (the “Letter of Authorization”), between the Village of Downers Grove (“Customer”) and Sprint Solutions, Inc. (“Sprint”), for wireless telecommunication services, as set forth in the form of the Letter of Authorization submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Letter of Authorization, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Letter of Authorization.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



www.downers.us

September 6, 2011

VILLAGE OF DOWNERS GROVE

David B. Fieldman  
801 Burlington Avenue  
Downers Grove, IL 60515

Dear Ms. Slater:

The units on the following Billing Account Number(s) list below are eligible to purchase wireless communication services under contract #0909-0607r2 and receive the 25% service discount under this Contract.

Billing Account Number(s): 833730519

I, David B. Fieldman, hereby certify that all information provided herein is true and correct as of the date signed below; that I am the Village Manager and authorized purchaser for the Village of Downers Grove that all orders will be in accordance with and subject to the terms and conditions under contract #0909-0607r2.

I agree that the Village of Downers Grove has sufficient funding to cover charges incurred for the period of time the units are active with Sprint and will continue to pay until written notice of cancellation is provided to Sprint and that the Village of Downers Grove is responsible for payment of any charges that exceed that limit. To avoid any unnecessary disruption, the Village of Downers Grove understands that Sprint will not automatically terminate service until written notice is received and the Village of Downers Grove agrees to pay for all charges incurred until this form is specifically renewed, a purchase order is executed, or formal notice of termination is received by Sprint.

**If during the term of this authorization, the authorized user changes, it is the responsibility of the original purchaser to designate an alternate and provide written contact information within ten days to:**

Sprint  
2001 Edmund Halley Drive  
Mailstop: VARESP0203  
Reston, VA 20191  
Attn: Contract Manager

Sincerely,

David B. Fieldman  
Village Manager

1\wplagr.11\Sprint-LOA

COMMUNITY RESPONSE

CENTER

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue  
Downers Grove  
Illinois 60515-4782  
630.434.5500  
TDD 630.434.5511  
FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street  
Downers Grove  
Illinois 60515-4834  
630.434.5980  
FAX 630.434.5998

POLICE DEPARTMENT

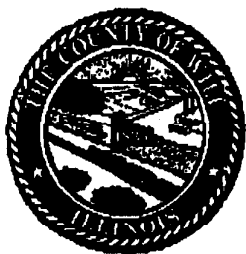
825 Burlington Avenue  
Downers Grove  
Illinois 60515-4783  
630.434.5600  
FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue  
Downers Grove  
Illinois 60515-4046  
630.434.5460  
FAX 630.434.5495

Sprint Reference No. BSG1101-0649



**Executive Committee  
Resolution #10-399**

**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**  
Contract # BSG0909-0607r1

**Renewing Contract for Nextel Cellular Phone Service**

WHEREAS, the current contract for Nextel cellular phone service will expire soon, and  
WHEREAS, the original contract allowed for an extension of said contract for two (2) one-year renewal options, if the County so chooses, and

WHEREAS, the Purchasing Director has recommended, and the Executive Committee has concurred, that the contract for Nextel phone service be renewed with Sprint Nextel Communications. The yearly contract will stay the same, to include approximately 400 phones at the average rate of \$24.70 per month and include Voicemail and Caller ID at no additional charge, and

WHEREAS, the new contract period will start December 1, 2010 through and including November 30, 2011, and

WHEREAS, sufficient appropriations have been budgeted in the County Executive's Budget(s).

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to renew the contract for cellular phone service with Sprint Nextel Communications. The yearly contract will stay the same, to include approximately 400 phones at the average rate of \$24.70 per month and include Voicemail and Caller ID at no additional charge.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18<sup>th</sup> day of November, 2010.

Vote: Yes 26 No 0 Pass \_\_\_\_\_ (SEAL)

*Nancy Schultz Voots*  
Nancy Schultz Voots  
Will County Clerk

Approved this 30 day of November, 2010.

*Lawrence M. Walsh*  
Lawrence M. Walsh  
Will County Executive



Approved by  
Public Sector Legal  
as to legal form  
*MRS 1-28-11*

Res renew nextel cell phone service contract 18Nov10 1/31/11



Executive Committee

Resolution #10-399

Attachment 1-Page 1 of 2

**OFFICE OF WILL COUNTY EXECUTIVE**  
**LAWRENCE M. WALSH**

Rita Weiss  
Purchasing Director

(815) 740-4605  
Fax (815) 740-4604  
[rweiss@willcountvillinois.com](mailto:rweiss@willcountvillinois.com)

October 1, 2010

Attn: Josh Howell  
Sprint Nextel Communications  
300 Park Blvd; Suite 100  
Itasca, IL 60143

**VIA FACSIMILE: 877-439-5602**

**RE: BID #2010-16 NEXTEL CELLULAR BID - WILL COUNTY**

Dear Mr. Howell:

The Nextel Cellular Service contract for Will County, Joliet, IL, is nearing expiration. The new contract period will start December 1, 2010 through November 30, 2011.

We are in the position to exercise the first one (1) year renewal option, as stated in the original bid. The yearly contract will stay the same and cover all phones and data cards utilizing the Sprint plans as set forth in the bid documents and Addendum 1.

**IF THIS RENEWAL OPTION IS OF INTEREST TO YOU, PLEASE CONTACT ME IN WRITING, either email or fax, at your earliest convenience, so I can present it to our Executive Committee, for County Board approval.**

If you have any questions, please call me at (815) 740-4605.

Sincerely,

Rita Weiss  
Purchasing Director

Executive Committee  
Resolution #10-399  
Attachment 1-Page 2 of 2

**Melissa Johannsen**

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**From:** Howell, Josh [BMG] [Josh.Howell@sprint.com]  
**Sent:** Thursday, October 07, 2010 10:16 AM  
**To:** Rita Weiss  
**Cc:** Slater, Carla A [BMG]; Flynn, Kevin N [BMG]  
**Subject:** FYI: BID # 2010-16 NEXTEL CELLULAR BID - Will County  
**Attachments:** PKSW8188\_1010011559195319.tif

Rita,

I hope all is well. Per the attached fax, Sprint Nextel would like to exercise the first one (1) year renewal option, as stated in the original bid. Please advise if you need any additional information to process.

Regards,

**Josh Howell | Account Manager - Public Sector |  
Sprint Nextel Communications | Higher Education and K-12 |  
300 Park Blvd | Suite 100 | Itasca, IL | 60143 |  
(847) 343-0397 :Cell | (877) 439-5602 :Fax**

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This e-mail may contain Sprint Nextel proprietary information intended for the sole use of the recipient(s). Any use by others is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the message.



**BERKLEY SURETY GROUP, INC.**

ACADIA INSURANCE COMPANY • BERKLEY MID-ATLANTIC GROUP • BERKLEY REGIONAL INSURANCE COMPANY  
Carolina Casualty Insurance Company • Continental Western Group • Union Standard Insurance Group

Hand No. 0153319

**RENEWABLE PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT SPRINT SOLUTIONS, INC., (hereinafter called the Principal), and BERKLEY REGIONAL INSURANCE COMPANY, (hereinafter called the Surety), are held and firmly bound unto WILL COUNTY, 302 NORTH CHICAGO STREET, JOLIET, IL 60432 (hereinafter called the Oblige), in the full and just penal sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above ment oned Oblige for Government Wireless Services Agreement - Contract # BSG0909-0607r2 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion; and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning December 1, 2009 and ending November 30, 2010.
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Oblige due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Oblige including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond, not withstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Oblige named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 1st day of December, 2010.

SPRINT SOLUTIONS, INC.

Principal

By:

[Signature]  
Name and Title [Signature] HSST [Signature]

BERKLEY REGIONAL INSURANCE COMPANY

Surety

By:

[Signature]  
Kristy M Barber, Attorney-in-Fact