

# HASTINGS PUBLIC LIBRARY BOARD OF TRUSTEES

January 3, 2022 4:30pm

1. CALL TO ORDER
2. APPROVAL OF AGENDA p. 1
3. COMMENTS FROM THE PUBLIC
4. COMMUNICATIONS
5. APPROVAL OF MINUTES  
    a. December 6, 2021 p. 2-3
6. FINANCIAL REPORTS AND INVOICES  
    a. November invoices p. 4-5  
    b. November budget report p. 6-9
7. COMMITTEES  
    a. Budget and Finance – set meeting date  
    b. Building and Grounds  
    c. Personnel  
    d. Policy  
    e. Marketing  
    f. Capital Campaign - report
8. LIBRARY DIRECTOR'S REPORT  
    a. December monthly report p. 10-14
9. UNFINISHED BUSINESS – business explanation p. 15  
    a. Phone RFP  
        1) RFP documents and signatures p. 16-36  
        2) Purchase agreement p. 37-47
10. NEW BUSINESS  
    a. Election of officers p. 48  
    b. Committee assignments  
    c. Meeting dates for 2022
11. BOARD MEMBER COMMENTS
12. ADJOURNMENT

# MINUTES OF THE HASTINGS PUBLIC LIBRARY BOARD OF TRUSTEES

## Minutes for December 6, 2021 - 4:30PM

### 1. CALL TO ORDER

The meeting was called to order by Brehm at 4:30 PM.

- a. Board members present were Norma Jean Acker, Kim Bosma, Jordan Brehm, Audrey Burton, Jeff Kniaz via Zoom, David Koons, Kelly Newberry, and John Resseguie.
- b. Also present were Peggy Hemerling, David Edelman, Diane Hawkins and Jane Cybulski, the new Board member appointed by Rutland Township.
- c. Members absent were: Mary Rivett.

### 2. APPROVAL OF AGENDA

It was moved by Audrey Burton, supported by Kim Bosma, that the agenda be approved with one addition to New Business: 10b. Evaluation of the Director.

**Motion Approved**

### 3. COMMENTS FROM THE PUBLIC: none

### 4. COMMUNICATIONS

Hemerling presented copies of a thank you the Library received from a young patron.

### 5. APPROVAL OF MINUTES of November 1, 2021

It was moved by Resseguie, supported by Koons, that the minutes of November 1, 2021 be approved as written. **Motion Approved.**

### 6. FINANCIAL REPORTS AND INVOICES

- a. October invoices
- b. October budget report
- c. It was moved by Newberry, supported by Acker, to approve the October invoices and budget report as presented. **Motion Approved.**

### 7. COMMITTEES

#### a. Budget and Finance:

The committee will meet to discuss the 2022-23 Budget in January.

#### b. Building and Grounds - none

#### c. Personnel – none

#### d. Policy:

The committee reported on the outcome of their meeting on Monday, November 22<sup>nd</sup>.

- 1) Revisions to the existing Code of Conduct Policy were discussed. It was moved by Bosma, supported by Burton, the revisions to the Code

of Conduct policy be approved. The **Motion was approved, Acker abstained.**

- 2) Approval of the Photography and Video policy: The new policy describes the protocol for photos and videos taken within the library and at library events. It was moved by Resseguie, supported by Bosma, that the Photography and Video Policy be adopted. **Motion Approved.**

e. Marketing -- none

f. Capital Campaign – none

8. LIBRARY DIRECTOR'S REPORT

The December report is attached to the minutes.

9. UNFINISHED BUSINESS – none

10. NEW BUSINESS –

- a. Cease charging overdue fines on items in the Library of Things –  
It was moved by Resseguie, supported by Acker, that the library cease charging overdue fines for six months on items in the Library of Things. At the end of that period the staff will evaluate its effectiveness in getting items in the collection returned. **Motion approved.**
- b. Evaluation of the Director by the Board and Staff:  
Brehm asked that members of the Board and staff return the evaluation forms by Friday, December 10, 2021.

11. BOARD MEMBER COMMENTS:

Both Brehm and Bosma commented on what a pleasure it had been to serve on the Board for the past six year.

12. ADJOURNMENT:

It was moved by Koons, supported by Burton, to adjourn the meeting at 5:09 PM.  
**Motion approved.**

**HASTINGS PUBLIC LIBRARY**  
**Invoices for November 2021**  
**Prepared for January 3, 2022 Board meeting**

<b>Account</b>	<b>Vendor</b>	<b>Amount</b>	<b>Total</b>
<b>Salaries &amp; Wages</b>			<b>\$ 19,574.63</b>
	November	\$ 19,574.63	
<b>Social Security Taxes</b>			<b>\$ 1,428.70</b>
	November	\$ 1,428.70	
<b>Overtime</b>			<b>\$ 6.50</b>
	Mangrove Payroll Services	\$ 6.50	
<b>Fringe Benefits</b>			<b>\$ 10,277.07</b>
	Benefits	\$ 10,277.07	
<b>Supplies:</b>			<b>\$ 987.28</b>
	Baker & Taylor	\$ 23.16	
	Reg Howard	\$ 10.15	
	Quill	\$ 218.00	
	Amazon	\$ 354.75	
	Demco	\$ 215.97	
	Lakeland Lib. Co-op	\$ 43.31	
	ACE	\$ 121.94	
<b>Disposable Technology</b>			<b>\$ 94.74</b>
	CDW-G	\$ 94.74	
<b>Program Supplies</b>			<b>\$ 143.78</b>
	ACE	\$ 15.68	
	Amazon	\$ 90.35	
	Paige Brandli	\$ 37.75	
<b>Electronic Media</b>			<b>\$ 500.04</b>
	Midwest Tape - Hoopla	\$ 500.04	
<b>Professional Services</b>			<b>\$ 5,800.00</b>
	Kennari Consulting	\$ 2,500.00	
	C2AE	\$ 3,300.00	
<b>Contracted IT Services</b>			<b>\$ 1,730.00</b>
	Clark Tech. Services	\$ 1,730.00	
<b>Telephone &amp; Fax</b>			<b>\$ 214.22</b>
	MEI Telecom	\$ 214.22	
<b>Internet</b>			<b>\$ 495.00</b>
	MEI Telecom	\$ 495.00	
<b>Public Utilities</b>			<b>\$ 2,496.56</b>
	City - water & sewer	\$ 283.56	
	Consumers - electric	\$ 2,063.86	
	Consumers - natural gas	\$ 149.14	
<b>Waste Disposal</b>			<b>\$ 44.64</b>
	Les's Sanitary Service	\$ 44.64	
<b>Workers Comp. Insurance</b>			<b>\$ 173.20</b>
	Worker's Comp Fund	\$ 173.20	
<b>Collection Services</b>			<b>\$ 26.85</b>

	Unique Management	\$ 26.85	
<b>Collection Materials - Books</b>			<b>\$ 1,294.31</b>
	Baker & Taylor	\$ 885.19	
	Cengage	\$ 392.63	
	Salem Township Library	\$ 9.50	
	Fennville District Library	\$ 6.99	
<b>Collection Materials - AV</b>			<b>\$ 166.32</b>
	Baker & Taylor	\$ 90.44	
	Amazon	\$ 75.88	
<b>Total Invoices</b>			<b>\$ 45,453.84</b>

**CITY OF HASTINGS**  
**DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021**  
**FUND 271 - LIBRARY FUND**

**OPERATIONS**

	THIS MONTH ACTUAL 30-NOV-21	THIS YEAR FISCAL YTD 30-NOV-21	REVISED BUDGET 2021-2022	THIS YEAR YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-NOV-20	REVISED BUDGET 2020-2021	LAST YEAR YTD % OF BUDGET	LAST YEAR FULL YEAR ACTUAL
<b>OPERATING REVENUES</b>								
271-100-502-000	.00	1,332.98	6,000	22%	2,541.00	6,418	40%	7,293.00
271-100-523-000	.00	.00	0	0%	1,823.50	0	0%	1,823.50
271-100-528-000	.00	1,485.00	0	0%	1,354.00	0	0%	1,354.00
271-100-540-000	.00	5,786.97	10,000	58%	5,342.16	7,000	76%	11,032.16
271-100-566-000	.00	.00	0	0%	.00	1,860	0%	.00
271-100-583-000	.00	876.54	420,000	0%	204.33	375,000	0%	394,951.47
271-100-549-000	763.86	3,343.53	5,000	67%	2,001.57	8,500	24%	5,048.76
271-100-561-000	50.00	725.00	400	181%	200.00	300	67%	675.25
271-100-568-000	1,000.00	10,994.84	8,500	129%	8,904.70	4,500	198%	8,904.70
271-100-559-000	101.89	951.77	200	476%	651.64	1,000	65%	1,494.68
271-100-565-000	10.39	44.66	4,750	1%	( 5,136.65)	5,000	(103%)	2,546.75
271-100-567-000	100.00	500.00	200	250%	.00	350	0%	.00
271-100-672-000	422.56	2,263.48	1,700	133%	844.58	1,700	50%	2,689.07
271-100-674-000	20,025.20	24,498.89	20,000	122%	2,131.50	21,200	10%	51,445.80
271-100-674-010	.00	.00	16,250	0%	.00	16,000	0%	10,000.00
271-100-674-020	.00	.00	0	0%	.00	3,050	0%	.00
271-100-676-000	.00	.00	50	0%	84.49	50	169%	259.49
271-100-687-000	.00	.00	0	0%	.00	200	0%	.00
271-100-699-101	.00	.00	151,170	0%	112,610.00	112,610	100%	112,610.00
<b>TOTAL OPERATING REVENUES</b>	<b>22,473.90</b>	<b>52,803.66</b>	<b>644,220</b>	<b>8%</b>	<b>133,556.82</b>	<b>564,738</b>	<b>24%</b>	<b>612,128.63</b>
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>22,473.90</b>	<b>52,803.66</b>	<b>644,220</b>	<b>8%</b>	<b>133,556.82</b>	<b>564,738</b>	<b>24%</b>	<b>612,128.63</b>

**CITY OF HASTINGS**  
**DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021**

**FUND 271 - LIBRARY FUND**

**OPERATIONS**

	THIS MONTH	THIS YEAR	REVISED	THIS YEAR	LAST YEAR	REVISED	LAST YEAR	LAST YEAR
	ACTUAL 30-NOV-21	FISCAL YTD 30-NOV-21	BUDGET 2021-2022	YTD % OF BUDGET	FISCAL YTD 30-NOV-20	BUDGET 2020-2021	YTD % OF BUDGET	FULL YEAR ACTUAL
<b>LIBRARY OPERATIONS</b>								
271-790-702-000 FULL-TIME WAGES	7,467.78	38,428.97	97,544	39%	36,334.83	91,738	40%	92,088.85
271-790-703-000 ADMINISTRATR/SUPERVSR SALARIES	4,121.62	22,688.90	53,581	42%	21,994.80	52,016	42%	52,006.80
271-790-704-000 PART-TIME WAGES	7,025.75	36,399.09	91,505	40%	32,117.75	91,876	35%	84,913.82
271-790-704-010 PART-TIME WAGES- LIBRARY MAINT	959.48	5,089.29	12,051	42%	5,087.39	12,729	40%	9,883.51
271-790-709-000 SOCIAL SECURITY TAXES	1,428.70	7,470.65	19,483	38%	7,016.30	18,999	37%	17,471.61
271-790-713-000 OVERTIME	6.50	50.06	0	0%	.00	0	0%	33.73
271-790-716-000 MERS DEFINED CONTRIBUTIONS	166.73	1,677.50	5,540	30%	1,485.78	4,303	35%	1,816.72
271-790-717-000 MERS DEFINED BENEFIT PLAN	4,601.56	19,661.45	65,582	30%	17,374.79	40,008	43%	42,074.30
271-790-717-010 MERS DEFINED BENEFIT HYBRID PLN	620.72	2,230.36	4,214	53%	2,019.97	4,872	41%	4,849.96
271-790-718-000 HEALTH INSURANCE - PREMIUMS	4,560.49	22,716.10	55,717	41%	19,267.61	41,623	46%	51,306.39
271-790-718-010 HEALTH INSURANCE - HSA	.00	.00	0	0%	2,814.06	12,314	23%	2,814.06
271-790-719-000 DENTAL INSURANCE PREMIUM	287.62	1,438.10	3,460	42%	1,438.10	2,703	53%	3,451.44
271-790-724-000 LIFE INSURANCE	39.95	199.75	510	39%	199.75	490	41%	479.40
271-790-726-000 SHORT-TERM DISABILITY	.00	.00	0	0%	.00	1,422	0%	.00
271-790-727-000 LONG-TERM DISABILITY	.00	.00	0	0%	.00	215	0%	.00
271-790-751-000 PROCESSING SUPPLIES	282.44	986.88	1,400	70%	391.75	1,500	26%	1,290.98
271-790-756-000 REPAIR & MAINTENANCE SUPPLIES	102.95	150.47	700	21%	565.95	300	189%	835.86
271-790-760-000 MAINTENANCE SUPPLS - CUSTODIAL	129.87	143.22	350	41%	134.24	700	19%	338.01
271-790-761-000 BUILDING SUPPLIES	526.77	702.57	1,300	54%	319.06	2,950	11%	2,509.72
271-790-762-000 WELLNESS/MEDICAL SUPPLIES	.00	.00	530	0%	309.73	280	111%	691.77
271-790-766-000 DISPOSABLE TECHNOLOGY	94.74	740.94	1,900	39%	3,660.47	2,050	179%	5,602.67
271-790-767-000 CLOTHING	.00	.00	300	0%	.00	0	0%	.00
271-790-770-000 PROGRAMMING SUPPLIES	68.42	568.91	1,750	32%	637.54	3,050	21%	2,304.80
271-790-772-000 PROMOTIONS SUPPLIES	20.61	141.95	1,100	13%	246.97	1,250	20%	459.56
271-790-777-000 OFFICE SUPPLIES	.00	57.98	500	12%	99.00	500	20%	980.49
271-790-778-000 PAPER	.00	666.63	1,430	47%	498.82	1,500	33%	375.88
271-790-791-000 SUBSCRIPTIONS AND PUBLICATIONS	.00	2,539.90	4,455	57%	237.89	1,870	13%	1,378.53
271-790-792-000 SOFTWARE SUBSCRIPTIONS	.00	6,111.64	7,350	83%	5,254.72	5,500	96%	2,809.39
271-790-793-000 OVERDRIVE	500.04	1,894.89	4,250	45%	1,239.91	4,000	31%	5,908.28
271-790-794-000 HOOPLA	.00	.00	0	0%	.00	1,400	0%	4,591.35
271-790-795-000 DIGITAL COLLECTION	.00	1,741.38	1,745	100%	1,741.38	1,750	100%	765.63
271-790-796-000 MISCELLANEOUS ELECTRONIC ACCES	.00	.00	.00	0%	.00	.00	0%	1,741.38

7

**CITY OF HASTINGS**  
**DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021**

**FUND 271 - LIBRARY FUND**

**OPERATIONS**

	THIS MONTH	THIS YEAR	REVISED	THIS YEAR	LAST YEAR	REVISED	LAST YEAR	LAST YEAR FULL YEAR ACTUAL
	ACTUAL 30-NOV-21	FISCAL YTD 30-NOV-21	BUDGET 2021-2022	YTD % OF BUDGET	FISCAL YTD 30-NOV-20	BUDGET 2020-2021	YTD % OF BUDGET	
271-790-798-000 LIBRARY CARDS	.00	21.90	0	0%	.00	0	0%	.00
271-790-802-000 PROFESSIONAL SERVICES	5,800.00	18,200.00	0	0%	.00	0	0%	.00
271-790-806-000 LEGAL SERVICES	.00	1,080.00	150	720%	.00	150	0%	.00
271-790-809-000 CONTRACTED IT SERVICES	1,730.00	6,965.03	24,275	29%	11,574.50	21,280	54%	28,008.50
271-790-812-000 PRE-EMPLOYMENT SCREENINGS	.00	536.00	100	536%	158.00	200	79%	158.00
271-790-813-000 DELIVERY SERVICES	.00	1,065.00	1,912	56%	571.00	500	114%	1,472.50
271-790-816-000 SECURITY SERVICES	.00	299.88	325	92%	299.88	325	92%	299.88
271-790-817-000 LAKELAND LIBRARY CO-OP SERVICE	.00	1,409.00	3,158	45%	1,346.50	2,577	52%	2,817.00
271-790-818-000 MAINTENANCE CONTRACTS	.00	3,180.00	8,510	37%	3,180.00	7,680	41%	8,456.76
271-790-823-000 OTHER CONSULTING SERVICES	.00	113.50	1,550	7%	208.00	550	38%	470.50
271-790-825-000 LATE/SERVICE FEES	.00	41.92	25	168%	.00	50	0%	.00
271-790-850-000 TELEPHONE	214.22	1,499.37	4,760	31%	1,931.89	4,700	41%	4,823.63
271-790-851-000 MAIL/POSTAGE	.00	57.25	400	14%	187.74	450	42%	465.93
271-790-852-000 INTERNET/TELECOMM SERVICES	495.00	3,555.00	7,620	47%	2,475.00	6,000	41%	6,975.00
271-790-861-000 TRANSPORTATION - MILEAGE REIMB	.00	.00	300	0%	.00	300	0%	.00
271-790-879-000 WEBSITE	.00	.00	210	0%	326.17	206	158%	326.17
271-790-880-000 COMMUNITY PROMOTIONS	.00	.00	600	0%	.00	400	0%	100.00
271-790-881-000 ADVERTISING	.00	340.95	400	85%	113.45	400	28%	280.45
271-790-887-000 SPEAKERS/PERFORMERS	.00	375.00	1,000	38%	.00	1,000	0%	187.50
271-790-890-000 ILS FEES	.00	5,619.00	11,667	48%	7,711.42	13,989	55%	12,659.59
271-790-891-000 LICENSES AND FEES	.00	122.86	460	27%	.00	500	0%	406.00
271-790-892-000 SOFTWARE LICENSES	.00	763.75	750	102%	640.00	750	85%	640.00
271-790-900-000 PRINTING AND PUBLISHING	.00	.00	150	0%	120.00	150	80%	155.00
271-790-902-000 NEWSLETTER	.00	.00	400	0%	.00	400	0%	405.00
271-790-906-000 PROMOTIONS/MARKETING	.00	.00	450	0%	.00	100	0%	.00
271-790-907-000 SPONSORSHIPS/DONATIONS	.00	.00	100	0%	.00	100	0%	.00
271-790-909-000 TRAINING	.00	10.00	400	3%	15.00	400	4%	124.00
271-790-910-000 PROFESSIONAL DEVELOPMENT	.00	1,806.00	500	361%	242.95	500	49%	287.95
271-790-911-000 CONFERENCES	.00	.00	2,550	0%	410.00	2,000	21%	540.00
271-790-912-000 MEETINGS	.00	.00	75	0%	.00	75	0%	.00
271-790-915-000 MEMBERSHIPS	.00	899.97	1,228	73%	1,061.04	1,053	101%	1,212.30
271-790-916-000 DUES AND FEES	.00	155.00	1,350	11%	86.00	1,250	7%	586.00
271-790-918-000 WATER/SEWER	283.56	1,248.88	3,000	42%	1,217.63	3,000	41%	2,603.63
271-790-919-000 WASTE DISPOSAL	44.64	109.28	330	33%	69.28	210	33%	267.84

FOR ADMINISTRATION USE ONLY

42 % OF THE FISCAL YEAR HAS ELAPSED

12/29/2021 11:46AM

PAGE: 3



# CITY OF HASTINGS

DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

## FUND 271 - LIBRARY FUND

### OPERATIONS

	THIS MONTH	THIS YEAR	REVISED	THIS YEAR	LAST YEAR	REVISED	LAST YEAR	LAST YEAR	
	ACTUAL 30-NOV-21	FISCAL YTD 30-NOV-21	BUDGET 2021-2022	YTD % OF BUDGET	FISCAL YTD 30-NOV-20	BUDGET 2020-2021	YTD % OF BUDGET	FULL YEAR ACTUAL	
271-790-920-000 ELECTRIC	2,063.86	10,922.16	22,000	50%	8,077.82	24,000	34%	20,330.44	
271-790-921-000 NATURAL GAS	149.14	298.75	4,250	7%	448.42	4,500	10%	4,153.63	
271-790-929-000 GROUNDS REPAIR AND MAINTENANCE	.00	1,600.00	2,475	65%	11.99	1,000	1%	256.19	
271-790-929-010 SNOWPLOWING/SNOW REMOVAL	.00	.00	2,000	0%	.00	2,100	0%	885.00	
271-790-930-000 BUILDING REPAIR & MAINTENANCE	.00	6,187.91	33,150	19%	5,689.70	9,125	62%	24,584.43	
271-790-931-000 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	1,300	0%	.00	300	0%	.00	
271-790-935-000 PROPERTY LIABILITY INSURANCE	.00	8,263.00	9,000	92%	8,536.00	8,000	107%	8,536.00	
271-790-939-000 WORKERS COMPENSATION INSURANCE	173.20	346.40	900	38%	379.24	760	50%	1,028.66	
271-790-941-000 PRINTER/COPIER LEASE/MAINT	.00	1,067.64	4,275	25%	1,067.64	4,275	25%	4,270.56	
271-790-944-000 INSPECTION SERVICES	.00	.00	600	0%	.00	1,710	0%	596.10	
271-790-950-000 COLLECTION SERVICES	26.85	62.65	200	31%	.00	200	0%	250.60	
271-790-962-000 LOST/DAMAGED MATERIALS FEES	.00	51.00	150	34%	23.00	200	12%	121.95	
271-790-965-000 PROPERTY TAX REIMBURSEMENT	.00	.00	100	0%	.00	100	0%	.00	
271-790-974-010 LAND IMPROVEMENTS - NON-DPRCBL	.00	.00	0	0%	.00	0	0%	2,450.00	
271-790-975-000 BLDNGS AND BUILDING IMP - DEPR	.00	.00	0	0%	.00	24,000	0%	.00	
271-790-975-010 BLDG & BLDG IMP - NON-DEPRECB	.00	.00	600	0%	.00	0	0%	.00	
271-790-978-010 TECHNOLOGY - NON-DEPRECIABLE	.00	907.82	8,800	10%	3,885.38	14,500	27%	13,282.99	
271-790-980-010 EQUIPMENT/FURNITURE - NON-DEPR	1,294.31	5,979.87	11,730	17%	.00	0	0%	20,941.11	
271-790-982-000 COLLECTION MATERIALS - BOOKS	166.32	980.66	15,000	40%	5,019.31	15,000	33%	17,311.71	
271-790-982-010 COLLECTION MATERIALS - A/V	.00	1,894.37	2,000	49%	829.76	2,000	41%	1,296.92	
271-790-982-020 COLLECTION MATS - BEYOND BOOKS	.00	.00	2,000	95%	2,797.26	1,000	280%	3,723.91	
<b>TOTAL LIBRARY OPERATIONS</b>	<b>45,453.84</b>	<b>264,444.31</b>	<b>637,992</b>	<b>41%</b>	<b>233,209.53</b>	<b>587,983</b>	<b>40%</b>	<b>594,524.22</b>	
<b>TOTAL EXPENDITURES &amp; OUT TRANSFERS</b>	<b>45,453.84</b>	<b>264,444.31</b>	<b>637,992</b>	<b>41%</b>	<b>233,209.53</b>	<b>587,983</b>	<b>40%</b>	<b>594,524.22</b>	
<b>NET REVENUES OVER EXPENDITURES</b>	<b>( 22,979.94 )</b>	<b>( 211,640.65 )</b>	<b>6,228</b>	<b>( 99,652.71 )</b>	<b>( 23,245 )</b>			<b>17,604.41</b>	



## Library Director's Report for the January 3, 2022 Board Meeting

Between the holidays and activities, the December schedule was fully packed.

The month started with events we held during the Jingle & Mingle weekend. On Friday, Dec. 3 we hosted our 10<sup>th</sup> annual Art @ the Library. This year we had twenty-two vendors on the main floor with booths full of wonderful items mostly created by hand.

More than four hundred people come to see what was available. Many of them left with Christmas gifts and items for themselves. It was great holding the event again after missing last year due to Covid. These pictures show some of the things available that night.



On Saturday of J & M weekend we had Cookies with Santa and face painting in the Community and Michigan rooms respectively. The Friends of the Library gave out two hundred cookies to kids after they visited with Santa. When we added in all the adults that came with the kids over three hundred people came to visit with him. A visit to the face painter took a little longer, but the kids looked great



Santa with Grace, Lillian & Ariannah Thompson and Zoey Zsalski



Azel Bolo, tiger face-dragon hand

LEGO Club took place on the third Monday of the month, as scheduled. Thirty-one people, including kids and their adults, spent an hour building on the theme "gingerbread houses." They are all on display in the kids' area and will be there until the next LEGO Club meeting in January. I invite everyone to stop by the Library to see how creative the kids were.

Thanks to the of the Ready Readers Committee we've had Winter Break Exploration Kits to hand out to families with children. The Ready Readers is a group made up of representatives from the Barry Intermediate School District's Great Start Collaborative, Pierce Cedar Creek Institute, Hastings Public Library, MSU Extension and the YMCA. Their purpose is to promote literacy with kids. Paige is our representative on the committee.

The kits were filled with reading material and suggested activities about famous explorers and inventors. They were offered to kids in four age groups: birth-2 years, preschool, early elementary and upper elementary. They were available for pick up at these locations: Delton District Library, Dowling Public Library, Freeport District Library, Hastings Public Library, Thornapple Kellogg Library and Pierce Cedar Creek Institute. The kits were sponsored by Bradford White.

I want to thank Paige and other members of the staff who have worked to develop partnerships with other organizations. These partnerships help us reach out into the community to serve more people and help us provide even more service and opportunities.



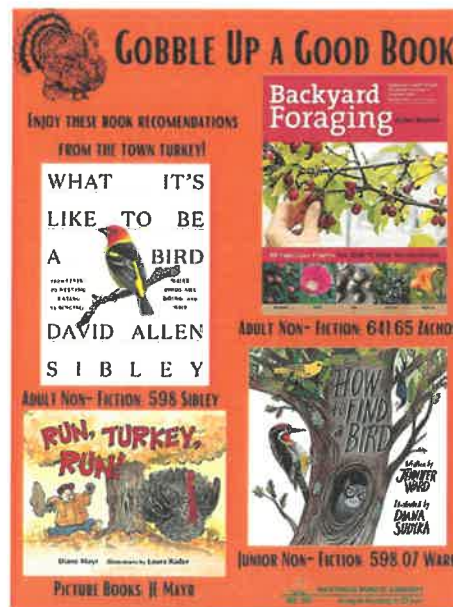
Martha Ports, our teen services assistant, continues to encourage interaction with the teens through passive programming including the teen art display and interactive bulletin boards. This is a great way to get to know the teens who visit the Library and pave the way to once again offer in-person programs and activities for teens.

Behind the scenes Barb Haywood and Sarah Proulx have been busy inviting everyone to read and take part in the library's many events. Sarah's email newsletter about events, services and great reads goes out weekly. From December 27-January 1 she hosted the Library's first Facebook Read-a-thon. All week long there were lots of fun activities and projects to help people get ready for the Winter Reading Challenge Barb is hosting starting January 3. The Challenge will run through February 28. Sarah has also started a monthly display of books the staff has picked as some of their favorites. Anyone who drops in the library can take a look and check them out.

The Calvin University January Series will begin January 10. Barb has been making preparation so we can live stream this great series of lectures again.

The Request for Proposal (RFP) for a new phone system went out November 22, with the bid opening on December 20. We will be working with First Telecommunications for the phone system replacement. Due to various circumstances, they were the only vendor out of four to submit a proposal. We have had multiple interactions with them in the past, which have all been positive. I believe they will be great to work with and will do a good job.

I don't know if you are aware, but Hastings has a town turkey. She has been seen in many places all over town and decided to visit the Library on Wed., December 29. Paige took this picture of her by our parking lot. Here are some books she recommended when she stopped by.



The year end solicitation letters went out earlier in December. This year we requested help paying for the digitization of our collection of Hastings Banners and to purchase a large-format document scanner. Right away someone offer to cover the cost of the scanner and we're continuing to get donations for the digitization project.

The week before Christmas I received phone calls from two of our supporters who had some questions about the project. They also let me know they planned to make contributions. One of them thought the University of Michigan, who owns copies of the earlier Banners on microfilm, may have already digitized their collection. I will be checking with U of M to see if they have before we start the digitization process. Either way, this donor has offered to cover the cost of digitizing any undigitized Banners. We are very fortunate to have such generous supporters.

We have other local newspapers we want to preserve and make available through digitization. With that in mind, I will be asking permission from those who have contributed to the project to allow us to use their donations to have some of these newspapers done.

The week after Christmas was Diane Hawkins' last week before retiring. We held a party for her on December 28 and had about fifty people come to congratulate her and wish her well. Members of the Friends of the Library provided food and assistance with the party. Diane felt appreciated and humbled by all the lovely cards and comments. Even though she plans to continue her work on our local history collection by volunteering two days a week, it will still be a hard adjustment not having her as part of the staff. She has been an important part of this organization for a long time.

December zoomed by, but it was a great month of programming and serving the community.

The next Library Board meeting – February 7, 2022 at 4:30 pm.

## Monthly Statistics - November 2021

### Net Promoter Score\*: 87

Physical Library Visits		Library Card Holders			
LY Month	1,564	City	Hastings Twp	Rutland Twp	Non-Resident
TY Month	3,847	3,456	849	1,208	75
YTD	17,898	21	5	10	-

Volunteer Hours		Item Circulation**			
LY Month	21	Children's	Non-Children's	Mobile	Total
TY Month	149	2,016	2,357	n/a	4,373
YTD	519	2,265	2,419	-	4,684
		13,223	12,614	979	9,057

Wireless Sessions		Inter-Library Loans	
LY Month	1,238	To HPL	From HPL
TY Month	949	383	479
YTD	5,153	382	461
		2,213	2,705

Ancestry Usage		Programs	
LY Month	16	Virtual	In Person
TY Month	53	Offered	Offered
YTD	848	6	13
		6	13
		47	151
		47	151

Digital Downloads		Computer Sessions		
LY Month	1,544	Adult	Kids	MI Room
TY Month	1,550	159	16	19
YTD	8,065	345	48	4
		1,417	227	92

Website		Princh	
LY Month	150	Sessions	Orders
TY Month	226	1,603	n/a
YTD	1,227	1,656	36
		9,661	179
		5,583	17,469

\* Net Promoter Score based on patron feedback on weekly email survey (started week of 8/15/21); 80+ = world class, 50-79 = excellent, 20-49 = favorable, 0-19 = good  
 \*\* Mobile circulation stats are included as of July 2021. No breakdown by childrens/non-children's is yet available.

## HPL Board Meeting Explanations

January 3, 2022

### Old Business Explanations:

- a. Phone system RFP: As I said in my report, we only had one bid submitted to replace our system. Included in the packet from First Telecommunications:
  - The RFP required documents and signatures
  - The purchase agreement

I am asking for your approval to move forward with the project and sign the purchase agreement.

### New Business Explanations:

- a. Election of Officers: This is done each January. Since Jordan and Kim term limited off the Board, a new president and secretary will need to be elected. Jeff may remain the vice president if you and he make that decision.
- b. Committee assignments will need to be adjusted to include the new board members, Jane Cybulski from Rutland Township and Chloe Oliver from the City. I have included a list of the committees and who is currently on each one.
- c. Meeting dates for 2022. If all of you agree we will continue to meet on the first Monday of the month. As always, the first Monday in September is Labor Day, which means the Library will be closed. I propose we meet on the last Monday of August for take care of September's business, as we have done for many years.

The second date to discuss is the 4<sup>th</sup> of July. It falls on Monday in 2022, so we won't meet that day. There are several choices for alternate meeting dates. We could meet on Tuesday, July 5; June 27, which is the last Monday in June; or meet a week later on July 11.

The last meeting date to consider is in January 2023. January 1 is on Sunday, which means the Library will be closed on Monday, the 2<sup>nd</sup>. Would you prefer to meet on Tuesday, Jan. 3 or wait a week and meet on Jan. 9?



**HASTINGS PUBLIC LIBRARY**

**Explore • Imagine • Grow**

**HASTINGS PUBLIC LIBRARY**

HASTINGS, MICHIGAN

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**

**VOIP Phone System Upgrade**

**PROCUREMENT NAME:** VOIP Phone System

**RFP ISSUE DATE:** Friday, November 22, 2021

**PROPOSAL DUE DATE:** Friday, December 17, 2021 at 5:00pm

**WORK COMPLETION DATE:** All work associated with this proposal must be completed by  
Friday, April 1, 2022 at 5:00pm

Requests for Proposals and related documents may be obtained during normal business hours  
from:

Hastings Public Library  
227 E. State St.  
Hastings, MI 49058

Phone: (269) 945-4263 | Fax: (269) 948-3874

Contact: Peggy Hemerling, Library Director

Email: [pheimerling@HastingsPublicLibrary.org](mailto:pheimerling@HastingsPublicLibrary.org)



# OVERVIEW OF THE PROCUREMENT PROCESS

Hastings Public Library (the "Library") is employing a formal proposal/ bid process in this procurement. All General and Specific Terms and Conditions as described below apply.

Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

## CONTENTS OF THE REQUEST FOR PROPOSAL

I. GENERAL TERMS AND CONDITIONS .....	Page 3
II. SPECIFIC TERMS AND CONDITIONS .....	Page 6
III. RESPONSE SUBMITTAL FORMS .....	Page 7
IV. ATTACHMENTS AND EXHIBITS LIST.....	Page 7
Certification .....	Page 8
Related Parties Disclosure .....	Page 9
Attachment "A" Bid Specifications .....	Page 10
Attachment "B" Insurance Requirements .....	Page 12
Attachment "C" Contractor's Checklist .....	Page 13

# CERTIFICATION

In compliance with this request for proposal and subject to all terms and conditions imposed therein, which are incorporated in this proposal by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful offeror.

Legal Name of Entity Submitting Proposal: First Telecommunications, LLC

Address: Street: 4523 Broadmoor SE  
City, State: Grand Rapids ZIP: 49412  
Phone: (616) 942-7500  
Email: [mckersie@first-tel.com](mailto:mckersie@first-tel.com)

Legal form of Entity: LLC, Date company formed: LLC formed June 1, 1981  
(e.g. sole proprietorship, partnership, corporation)

Federal Employee Identification Number (FEIN): 38-2361601

Description of company in terms of size, range, types of services offered and clientele:

First Telecommunications LLC is a privately owned full service CSP (Communication Solution Provider) established in 1981. We design, sell, install, and maintain converged voice and data solutions to businesses throughout Michigan ranging from 2 to 2000 employees. We are a Mitel Authorized Business Partner for over 40 years with certified technicians and sales representatives providing service support to our clients 24 x7.

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Evidence of legal authority to conduct business in Michigan:

Business License Certificate, City of Kentwood Michigan #397  
(e.g. business license number)

Has offeror or its parent company (if any) ever filed for bankruptcy? (Yes/No) NO

Has offeror or its parent company (if any) ever received any sanctions or are currently under investigation by any regulatory or governmental body? (Yes/No) NO

Authorized Official: Name: Mark D. McKersie

Title: President

Signature:  Date: 12/17/2021

**RELATED PARTIES DISCLOSURE  
(CHECK AND COMPLETE AS APPROPRIATE)**

***THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR***

X **NONE** of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the Hastings Public Library nor has any responsibility or authority with the library that might affect the procurement transaction or any claim resulting there from.

EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Connection or Relationship to Hastings Public Library:  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Connection or Relationship to Hastings Public Library:  
\_\_\_\_\_

USE ADDITIONAL SHEETS IF NECESSARY

Authorized Official:

Name: Mark D. McKersie

Title: President

Signature: 

Date: December 17, 2021

# ATTACHMENT “A”

## BID SPECIFICATIONS

### GENERAL INFORMATION

Hastings Public Library is requesting a proposal to install a VOIP telephone system, replacing the existing Iwatsu telephone system.

### MINIMUM REQUIREMENTS

- All prices quoted must be a “turnkey solution” and provide a fully functioning I.P. phone system suitable for use in a public library. **COMPLY**
- Voicemail and auto attendant features are required. **COMPLY**
- The system must be compliant with State of Michigan requirements for E911. **COMPLY**
- The system must be able to provide real-time notification to multiple users plus the Central Office that a 911 call was made and from where the call was made. **COMPLY**
- The system must be able to interface with an existing P.A. system. **COMPLY**
- System must be expandable to account for future growth. **COMPLY**
- All training for use of phones, voicemail set up and auto attendant set up must be included in the proposal. **COMPLY See Addendum 5**
- Bidder will disclose ability to service and maintain system after installation with a description of hourly costs and number of service staff. **COMPLY See Addendum 3**
- Bidder will provide information regarding warranty on entire system and installation. **COMPLY See Addendum 3**
- Common area IP phones will typically be non-wall mounted speakerphones with one line (DID or extension). **COMPLY**
- Office phones typically will be desk configured speakerphones with hold, transfer, conference, message waiting light. **COMPLY**
- The office will have a “receptionist” type I.P. phone with call routing abilities. **COMPLY**
- All licensing to activate all phones including spares will be included. **COMPLY**
- Bidder will train I.T. staff on “moderate” system administration including voicemail, attendance scripts, and changing basic features on I.P. phones. **COMPLY**
- Remote administration is required. **COMPLY**

- Records will be provided to the library at the end of the installation showing numbers and types of phones and equipment installed as well as locations. **COMPLY**
- Proposal will include the removal and disposal off all existing phone equipment. **COMPLY**

## Existing System and Conditions

The current Iwatsu system is located at 227 E State Street Hastings, MI 49058. Current handsets number approximately 17 with 6 incoming analog lines. Calls come into front desk and are distributed via auto attendant or office staff. Most current handsets are digital.

Most existing phones are wired via CAT3 however, CAT-5 exists at all locations other than 3 locations. Three new CAT5-E cables will be required as part of bid.

## New System Configuration Requirements

- 17 Total handsets.
  - 3 fully function office user phones (2 with cordless handsets).
  - 14 common area basic phones (3 will need to be wall mounted).
- 6 Analog lines with the ability to add SIP/PRI trunking in the future.
- 1 24 port Gig PoE switch will be required.
- Library has existing overhead paging but a new Bogen (or equivalent) 70-volt page amp needs to be included in vendor bid as well as re-connectivity and testing of exiting paging speakers.
- Hastings Public Library is requesting a “premise based” solution. No “hosted or cloud only” solutions will be accepted. **UNDERSTOOD AND COMPLY**

**END OF ATTACHMENT A**

# ATTACHMENT "B"

## INSURANCE POLICY FOR HASTINGS PUBLIC LIBRARY

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on Library property. All Certificates of Insurance shall be maintained by the library and updated as necessary.

### I. Doing work on Library Property.

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on Library property.

The following coverage is required:

	Type	Limit of Liability
1	Workers Compensation Statutory Coverage B and Employers Liability	\$500,000.00
2	Public Liability (Including products and completed operations liability)	\$500,000.00 Each Person
	Bodily Injury	\$1,000,000.00 Each Accident
	Property Damage	\$500,000.00 Each Accident
		\$1,000,000.00 Each Aggregate
3	Automobile Liability (Including hired cars and automobile non- ownership)	
	Bodily Injury	\$250,000.00 Each Person
		\$500,000.00 Each Accident
	Property Damage	\$250,000.00 Each Accident
		\$5,000,000.00 Each Aggregate
4	Additional Insured – Hastings Public Library to be specifically named in clause on policy and certificate as an "additional insured."	

# ATTACHMENT "C"

## Contractors Checklist

### I Certificate of Insurance

- A Workers Compensation Date Received See attached COI  
B Liability Date Received See attached COI

### II Loss History

- A Provided by Agent

### III Safety Program

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| A Familiar with MIOSHA regulations?                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| B Are safety standards used daily?                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C Written safety program?                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| D Designated Safety Coordinator?                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E Michigan Right to Know Program?                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F Permit required Confined Space Entry?             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| G Power lock out/tag out program?                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| H First aid personnel on site?                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| I Fire safety and suppression plan?                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| J Personal protective equipment used?               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| K Auto safety (CDL Certifications)?                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| L Preventative maintenance program?                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| M Process safety management of hazardous chemicals? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

I attest that the above responses are true to the best of my knowledge.



Contractor or Representative: Mark D. McKersie

Title: President

Date: December 17, 2021

**Hastings Public Library VOIP TELEPHONE SYSTEM**

**ADDENDUM #1**

**RFP Response to Certificate of Insurance / See Attached document**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lighthouse Insurance Group, Inc. 56 Grandville Ave, Ste 300  Grand Rapids MI 49503	<b>CONTACT NAME:</b> Tracy Shoup <b>PHONE (A/C No, Ext):</b> (800) 344-3531 <b>E-MAIL ADDRESS:</b> tshoup@lighthousegroup.com	<b>FAX (A/C, No):</b> (616) 455-9489
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  FIRST TELECOMMUNICATIONS LLC 4523 BROADMOOR AVE SE  GRAND RAPIDS MI 49512-5339	<b>INSURER A :</b> Selective Insurance Co of Amer NAIC # 12572	
	<b>INSURER B :</b> Michigan Insurance Company 10857	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	


**COVERAGES** **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 1814520	06/05/2021	06/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 1814520	06/05/2021	06/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 1814520	06/05/2021	06/05/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000000566	06/04/2021	06/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For verification of insurance only.

<b>CERTIFICATE HOLDER</b>  Hastings Public Library 227 E. State Street  Hastings MI 49058	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

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**Hastings Public Library VOIP TELEPHONE SYSTEM**

**ADDENDUM #2**

**RFP Response to Familial Disclosure Statement / See attached document**

**RELATED PARTIES DISCLOSURE  
(CHECK AND COMPLETE AS APPROPRIATE)**

***THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF THE OFFEROR***

X **NONE** of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the Hastings Public Library nor has any responsibility or authority with the library that might affect the procurement transaction or any claim resulting there from.

EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Connection or Relationship to Hastings Public Library:  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Connection or Relationship to Hastings Public Library:  
\_\_\_\_\_

USE ADDITIONAL SHEETS IF NECESSARY

Authorized Official:

Name: Mark D. McKersie

Title: President

Signature: 

Date: December 17, 2021

# Hastings Public Library VOIP TELEPHONE SYSTEM

## ADDENDUM #3

### RFP Response to System Warranty, Installation, and Ongoing Support

- For over 40 years First Telecommunications has a dedicated staff of professionals who have hundreds of hours of experience supporting Mitel business solutions. Our technical team consists of five Mitel certified and trained personnel on various Mitel platforms and applications. We also have a dedicated project manager and trainer to support your organizations training needs.
- All Mitel system hardware has a 5-year parts warranty along with one-year of Software Assurance (SWA). Additional hardware parts and labor warranty along with SWA can be purchased upfront at time of initial order. SWA is renewable annually. Options and pricing are available upon request.
- First Telecommunications provides 60 days of maintenance support after initial system cutover unless you are enrolled in one of our First Solution Managed Services plans tailored specifically for the school library. Options and pricing are available upon request.
- First Telecommunications can support your telecommunications investment by enrolling you into one our First Solution Managed Services plans. Tailored programs and pricing are available upon request. For customers not enrolled in one of our managed services plans post support pricing is attached.
- See hourly rate schedule attached.



## Hourly Rates – Schedule

Effective September 1, 2020

Service Description	Service Type	Base Hourly Rate
Installation, testing and repair for basic cable systems	Cabling Services	\$75
Design, implementation, testing and service of voice-related hardware, software, fiber and carrier issues	Voice Services	\$120
Project management and coordination of voice, data and cabling projects	Project Management	\$120
Telephone, voicemail, UCC, conference calling	End User Training	\$80
System Administration Training	Admin Training	\$120
Network Server, design, installation & service	Data Services	\$140

### The following provisions apply:

- For work performed on a Customer’s site, there is a one hour minimum.
- For remote support, there is a 15 minute minimum.
- All hourly work is billed in 30 minute increments after the initial period.
- Normal service hours are 8 am to 5 pm, Monday thru Friday unless otherwise specified in the Managed Service Agreement.
  - Work performed outside normal service hours is charged at time and one-half, work done on Sundays and Holidays is charged at double time.
  - There is a two hour minimum for work performed outside of normal service hours
- The following trip charges will apply:
 

Within 30 miles	\$45	Local
Within 60 miles	\$55	Zone 1
Within 90 miles	\$65	Zone 2
- Customers whose equipment is covered by a First Solution Professional or Executive Managed Service Agreement or Block Time Agreement, the Trip Charge is waived.
- Custom labor rates may apply for cities outside of the standard zone identified above

**Hastings Public Library VOIP TELEPHONE SYSTEM**

**ADDENDUM #4**

**RFP Response to IRS-W-9 / See attached document**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**First Telecommunications, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**4523 Broadmoor Ave SE**

**6** City, state, and ZIP code  
**Grand Rapids, MI 49512**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-					
--	--	--	--	---	--	--	--	--	--

or

**Employer identification number**

3	8	-	2	3	6	1	6	0	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person *Jenni Schaub*    Date ▶ 1/13/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Hastings Public Library VOIP TELEPHONE SYSTEM

## ADDENDUM #5

### RFP Response to System Administration and Staff Training

- First Telecommunications will provide basic administrator and staff training as requested using the following format. Additional training can be purchased as outlined in Addendum #4 of the RFP.
  - 2 Hours of System Administrator training.
  - 8 Hours of Office Staff training (5 persons per group x 5 sessions = 25 users)
  - 5 Hours of Classroom Staff training (Train the Trainer- one hour at each site)
  - 4 Hours of Help Desk support day of cutover



**Hastings Public Library  
VOIP Phone System  
RFP  
December 17, 2021**

**INVESTMENT SUMMARY**

<b>MITEL MIVOICE BUSINESS COMMUNICATIONS PLATFORM</b>	
MITEL EQUIPMENT*	\$6,568.50
OTHER EQUIPMENT	<u>\$2,184.22</u>
SUBTOTAL EQUIPMENT	<b>\$8,752.72</b>
INSTALLATION, PROJECT MANAGEMENT, TRAINING (\$2,600 LESS 40% ANNIVERSARY PROMOTION)	<u><b>\$1,966.00</b></u>
<b>TOTAL INVESTMENT</b>	<b><u>\$10,718.72</u></b>

NOTE: Customer is tax exempt. Mitel equipment is based on Sourcewell pricing. Customer PO or check needs to reference Sourcewell contract number #022719 MBS.

**Note: Cash terms are 60% initial investment, 30% upon delivery, 10% completion**

**\*SEE ATTACHED SCHEDULE OF EQUIPMENT**

# Hastings Public Library Schedule of Equipment

Mitel MiVoice Business Platform	Qty.
---------------------------------	------

## Enterprise Hardware

PWR CRD C13 10A 125V - NA Plug	1
3300 CX II w/ 1GB RAM Controller	1

## Enterprise Software

MCD Mailbox license	25
MiVoice Business Enterprise S/W for 3300	1
MiVoice Bus Licnse Ent Multi-device User	3

## Non-Discountable

3300 CX(i) II Controller SATA SSD	1
EXT WAR 3300 CX II w/ 1GB RAM Controller	1
Extended Warranty 6930 IP Phone	3
Extended Warranty 6905 IP Phone	14

## IP Desktop

6930 IP Phone	3
6905 IP Phone	11
6905 Wall Mount Bundle	3

## Mitel Desktop

68xx/69xx Bluetooth Handset	2
-----------------------------	---

## Software Assurance

SWA Std 1y MiVBus System	1
SWA Std 1y MiVBus User	3

## Miscellaneous

NetGear 24 port GB PoE Switch	1
Bogen Deskmount 100 Watt Page Amp	1
16G Flash Drive for Documentation/Back-Up	1
APC Pro - BR1350MS Battery Back-Up	1
Cat 6 Cable Runs	3

Hastings Public Library / Sourcewell Pricing

Part Description	Qty	Unit Price [USD]	Discount [%]	Discounted Unit Price [USD]	Discounfied Sell Price [USD]
<b>Enterprise Hardware - [G1]</b>					
1 PWR CRD C13 10A 125V - NA Plug	1	17.50	40.00%	10.50	10.50
2 3300 CX II w/ 1GB RAM Controller	1	1,650.00	40.00%	990.00	990.00
Subtotal Enterprise Hardware		1,667.50	40.00%		1,000.50
<b>Enterprise Software - [G2]</b>					
3 MCD Mailbox license	25	51.00	40.00%	30.60	765.00
4 MiVoice Business Enterprise S/W for 3300	1	3,000.00	40.00%	1,800.00	1,800.00
5 MiVoice Bus License Ent Multi-device User	3	295.00	40.00%	177.00	531.00
Subtotal Enterprise Software		5,160.00	40.00%		3,096.00
<b>Non-Discountable - [G5]</b>					
6 3300 CX(i) II Controller SATA SSD	1	150.00	0.00%	150.00	150.00
7 EXT WAR 3300 CX II w/ 1GB RAM Controller	1	90.00	0.00%	90.00	90.00
8 Extended Warranty 6930 IP Phone	3	24.60	0.00%	24.60	73.80
9 Extended Warranty 6905 IP Phone	14	6.00	0.00%	6.00	84.00
Subtotal Non-Discountable		397.80	0.00%		397.80
<b>IP Desktop - [GD]</b>					
10 6930 IP Phone	3	451.00	40.00%	270.60	811.80
11 6905 IP Phone	11	110.00	40.00%	66.00	726.00
12 6905 Wall Mount Bundle	3	130.00	40.00%	78.00	234.00
Subtotal IP Desktop		2,953.00	40.00%		1,771.80
<b>Mitel Desktop - [GKI]</b>					
13 6800/6900 Bluetooth Handset	2	173.00	40.00%	103.80	207.60
Subtotal Mitel Desktop		346.00	40.00%		207.60
<b>Software Assurance - [WG]</b>					
14 SWA Std 1y MVBUS System	1	125.00	40.00%	75.00	75.00
15 SWA Std 1y MVBUS User	3	11.00	40.00%	6.60	19.80
Subtotal Software Assurance		158.00	40.00%		94.80
<b>System total:</b>		<b>10,682.30</b>	<b>38.51%</b>		<b>6,568.50</b>
<b>First Tel Miscellaneous Equipment</b>					
NetGear 24 port GB PoE Switch	1				826.75
Bogen Deskmount 100 Watt Page Amp	1				597.00
16G Flash Drive for Documentation/Back-Up	1				5.00
APC Pro - BR1350MS Battery Back-Up	1				275.20
Cat 6 Cable Runs	3				480.27
<b>GRAND TOTAL</b>					<b>8,752.72</b>

# The Real Value of Sourcewell

Formerly NJPA

You know what you're looking for, so leverage the savings opportunity. With Sourcewell's national, competitively solicited contracts, you can get the brands you prefer when you want them. Government, education and non-profit agencies benefit from easy access to high quality products, equipment and services at a competitive price—that's the real value of quality and savings! And Mitel is Sourcewell's exclusive telecommunications vendor.

## Benefits of Sourcewell Purchasing

- ✓ **Contracts competitively solicited on your behalf**
- ✓ **Formal contracting process satisfied – avoids duplication**
- ✓ **Reduced vendor protests**
- ✓ **Sourcewell publicly elected board awards contracts**
- ✓ **Sourcewell is a government entity**
- ✓ **Sourcewell staff are public employees**
- ✓ **Sourcewell functions as its own lead agency**
- ✓ **No-cost, liability or obligation membership**
- ✓ **Life cycle cost efficiencies**
- ✓ **Nationally leveraged volume pricing**
- ✓ **Saves time and money**
- ✓ **Eliminates low-bid, low-quality issues**
- ✓ **Choice of high quality equipment/products/services:**

**Nearly 200 national world-class vendors**  
**500 construction related contracts**

Join Sourcewell today: [www.sourcewell-mn.org](http://www.sourcewell-mn.org)

Check out Mitel technology: [mitel.com](http://mitel.com)

Sourcewell contract #: 022719 MBS

Mitel contracts contact: Sue Anders, 703-736-3105, [sue.anders@mitel.com](mailto:sue.anders@mitel.com)



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# PURCHASE AGREEMENT

First Solution Warranty Program

This agreement is made by and between First Telecommunications (FT) with its principal offices at 4523 Broadmoor SE, Grand Rapids, Michigan 49512 and you the customer identified herein.

Customer Name: Hastings Public Library		
Bill To: ---Same---		
Address: 227 E. State Street		
City: Hastings	State: MI	Zip: 49058
Contact Name: Peggy Hemerling		
Telephone: (269) 945-4263	Fax: (269) 948-3874	
Email: <a href="mailto:pheemerling@hastingspubliclibrary.org">pheemerling@hastingspubliclibrary.org</a>		

Purchase Order #:		
Install At: ---Same---		
Address:		
City:	State:	Zip:
Contact Name:		
Telephone:	Fax:	
Email:		

**See Attached Schedule B for List of Equipment and Software**

### Investment Summary

MITEL MIVOICE BUSINESS COMMUNICATIONS PLATFORM	
MITEL EQUIPMENT*	\$6,568.50
OTHER EQUIPMENT	<u>\$2,184.22</u>
SUBTOTAL EQUIPMENT	\$8,752.72
INSTALLATION, PROJECT MANAGEMENT, TRAINING (\$2,600 LESS 40% ANNIVERSARY PROMOTION)	<u>\$1,966.00</u>
<b>TOTAL INVESTMENT</b>	<b>\$10,718.72</b>

Note: Cash terms are 60% upon approval, 30% upon delivery, 10% upon completion. Soucewell contract number MBS-022719 to be referenced on PO or check pertaining to this agreement.

### Authorized Acceptance

Customer
Company Name: Hastings Public Library
Customer Representative Signature: _____
Typed or Printed Name: Peggy Hemerling
Title: Library Director
Date: _____

First Telecommunications
Sales Representative: John Glass
Authorized Officer Signature: _____
Typed or printed name: Mark D. McKersie
Title: President
Date: _____

Your signature acknowledges that you have read and understand each of the terms and conditions on the front and reverse of this agreement. These terms and conditions will also apply to any subsequent orders, oral or written, accepted by FT. Your signature also authorizes FT to request credit information from any credit reporting agency or source. Acceptance by FT is subject to credit approval.

# Hastings Public Library Schedule of Equipment

Mitel MiVoice Business Platform	Qty.
---------------------------------	------

## Enterprise Hardware

PWR CRD C13 10A 125V - NA Plug	1
3300 CX II w/ 1GB RAM Controller	1

## Enterprise Software

MCD Mailbox license	25
MiVoice Business Enterprise S/W for 3300	1
MiVoice Bus Licnse Ent Multi-device User	3

## Non-Discountable

3300 CX(i) II Controller SATA SSD	1
EXT WAR 3300 CX II w/ 1GB RAM Controller	1
Extended Warranty 6930 IP Phone	3
Extended Warranty 6905 IP Phone	14

## IP Desktop

6930 IP Phone	3
6905 IP Phone	11
6905 Wall Mount Bundle	3

## Mitel Desktop

68xx/69xx Bluetooth Handset	2
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## Software Assurance

SWA Std 1y MiVBus System	1
SWA Std 1y MiVBus User	3

## Miscellaneous

NetGear 24 port GB PoE Switch	1
Bogen Deskmount 100 Watt Page Amp	1
16G Flash Drive for Documentation/Back-Up	1
APC Pro - BR1350MS Battery Back-Up	1
Cat 6 Cable Runs	3





# PURCHASE AGREEMENT FSWP

Customer Initials \_\_\_\_\_

1. **CONTRACT PERIOD:** This agreement will be effective from the date of FT written acceptance until terminated as set forth in Section 23 of this agreement. If you order a Managed Service Plan it will be provided for the Initial term as specified in the Managed Service Plan Agreement.
2. **ORDERS:** A. FT's acceptance of this Agreement is subject to credit approval and to the remittance of an advance payment, progress payments, or other form of security, which may be specified by FT. Terms and conditions on any non-FT form shall not apply. B. Orders for modifications or additions to the Products acquired hereunder placed after the Delivery Date, or Cutover Date (as applicable), will be governed by the terms and conditions of this agreement when the order is accepted by an officer of FT.
3. **CUSTOMER-INSTALLED PRODUCTS:** A. The ("Delivery Date") is the date FT delivers the Products to you. B. FT will use its best efforts to deliver the Products on the date scheduled by FT and you. If no such date is scheduled, FT will schedule delivery based on FT's normal product delivery interval. If you are unable or unwilling to accept delivery on the date FT tenders delivery, FT will reschedule delivery at a mutually agreeable time. Product prices and service charges may change if you delay delivery. If you delay delivery by more than thirty (30) days, FT may, at its option, cancel the order and bill you for cancellation charges as set forth in Section 23. C. Shipping charges may be adjusted if you change the location for delivery.
4. **FT-INSTALLED PRODUCTS:** A. For FT-installed products, the ("Cutover") date is the date FT notifies you that the products are installed in good working order in accordance with the products standard specifications or documentation. B. FT will use its best efforts to begin installation on the date scheduled by FT and you. If no such date is scheduled, FT will schedule delivery and installation based on FT's normal product delivery and installation intervals. If you are unable or unwilling to have the products installed on the originally scheduled installation date, FT may initiate billing for amounts due hereunder as of the date installation was attempted. Product prices and service charges may change if you delay delivery or installation by more than thirty (30) days. In such case, you may be billed the FT prices or charges in effect on the actual date of installation unless FT has elected to initiate billing on the originally scheduled installation date. If you delay delivery or installation by more than thirty (30) days, FT may, at its option, cancel the order and bill you for cancellation charges as set forth in Section 23. C. You agree, at your sole expense, to provide the proper environment and electrical and telecommunications connections for the products. Dedicated, isolated AC electrical outlets and any standard utility AC outlets will be required and your responsibility to provide. D. Installation and shipping charges may be adjusted if you change the installation location.
5. **CUTOVER:** "Cutover" shall mean the date that the initial connection of the Products to the local and/or long distance exchange carrier is functioning and able to perform substantially the function for which it is intended. "Cutover" shall also apply to other Products activated to perform substantially the function for which they are intended. Delays of the Telephone Company or any carrier in making their services available or minor omissions in availability of certain features or failures which do not materially affect the functioning of the Products shall not affect the cutover date.
6. **PRICE AND PAYMENT:** A. Cash purchase terms are sixty percent (60%) due upon execution of this agreement, thirty percent (30%) due upon delivery of equipment, and ten percent (10%) due at "Cutover" as described in Sections 4 and 5 of this agreement or upon completion of the specified project. B. All lease purchases are subject to FT approval. C. Payment of invoices is due upon receipt of the invoice. Delinquent payments on any undisputed balance are subject to a late payment charge of: the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. You agree to reimburse FT for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. D. If after FT accepts this agreement, FT discovers that price or charges are misstated or omitted, FT will notify you of the error and of the correct prices or charges. You will then have the option of cancelling this agreement without incurring a cancellation charge or ratifying the revised agreement. E. You shall pay any Municipal, State, or Federal sales, use, excise, property, or other taxes levied upon the sale, transfer of ownership, installation, license or use of products or services and will indemnify FT against any such taxes. You shall promptly pay all such taxes, assessments and other charges when levied or assessed against the equipment, or the ownership or use thereof, and shall not permit any lien encumbrance or charge to be levied on the equipment. You may also provide FT a tax exemption certificate. You shall also pay all shipping and destination charges.
7. **WIRING:** Wire or wiring covered by this agreement includes all inside PVC wire, connecting blocks, cross connect fields, and associated hardware on the customer side of the local exchange companies or common carriers network interface. Requirements for Teflon wire, buried, aerial, and riser cable will result in additional charges. Any required conduit will be your responsibility and expense. We will make every effort to reuse existing customer provided network cabling, however, any missing or unusable cable will be brought to the attention of the client. Any new cabling required will be provided under a separate agreement and only with the client's prior written approval.
8. **CUSTOMER RESPONSIBILITIES:** Customer agrees to the following. A. Follow all manufacturer instructions and FT service instructions; B. Provide the proper environment and electrical and telecommunications connections as specified by the manufacturer; C. Provide access to the agreement to enable FT to perform services; D. Provide adequate communication facilities, work space and storage space for spare parts; E. Have a representative at the equipment location during any performance of services; and F. Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Customer.
9. **CARRIER SERVICES:** FT will not be responsible for labor associated for failures in Products caused by malfunctions in the public telephone network or caused by abuse or misuse of the Products by persons other than FT. FT's responsibilities are limited to the Customer's side of the point of connection (demarcation point) between the Products provided herein and equipment operated by the local telephone utility. However, FT shall cooperate fully with any local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.
10. **SERVICE REQUESTS:** Upon notification of an equipment failure, and according to the applicable coverage period and response time, FT will commence remedial service by isolating the cause of the failure and then taking the appropriate remedial action, including the dispatch of a technician to your premises. "Remedial Service" includes parts and labor activities such as replacement of plug-in units without disassembly, (i.e., removal and replacement of components other than those permanently mounted on a board) and expressly excludes the repair of parts or components of the equipment. "Major failures" are defined as those equipment failures where more than 50% of the System cannot be used to communicate externally, and "Minor failures" are all other equipment failures. (1) Minor failures will be responded to within four (4) hours, and the service rendered, on average, within twenty-four (24) hours of the Customer's request for service, between 8:00 AM and 5:00 PM, Monday through Friday except FT observed holidays. (2) Major failures will be responded to within one (1) hour and service rendered, on average, within four (4) hours of the customer's request between 8:00 AM and 5:00 PM Monday through Friday except FT observed holidays. (3) For Major failure service requested between 5:00 PM and 8:00 AM Monday through Friday or during FT observed holidays and/or Saturdays and Sundays, FT will respond within four (4) hours.
11. **ADDITIONAL BENEFITS:** Customers will receive the following additional benefits under this agreement. A. FT will provide System Trade-In Protection on the equipment if the System was originally purchased from FT, maintained by FT, and traded in on a new System from FT. Installation charges do not apply. The trade-in percentage will be calculated from the date of cutover as follows: Up to one year after cutover 85%; Between year one and two after cutover 75%; Between year two and three after cutover 65%; Between year three and four after cutover 50%. B. Manufacturer modifications and improvements that are provided to end user customers for free will be installed by FT at prevailing labor rates.
12. **FIRST SOLUTION MANAGED SERVICES:** You may select an optional First Solution Managed Services Program that will take effect at Cut-Over. Please see attached Schedule B that explains this "Best In Class" service and support.
13. **SUBCONTRACTING:** FT may subcontract work to be performed under this Agreement but shall retain responsibility for the work.
14. **SECURITY INTEREST:** FT or its assignee shall have a purchase money security interest in the Products to secure payment of the purchase price and any installation charges until they are paid in full. Further, you agree to execute any such additional documents as requested by FT in connection with the granting of this security interest, including but not limited to a UCC-1 Filing Statement.
15. **TITLE AND RISK OF LOSS:** Title to the Product supplied in this Agreement shall remain with FT and shall pass to you upon payment in full of the Purchase Price and completion of all other obligations of you under this Agreement. You shall assume risk of loss to the Product upon delivery of the equipment to your premises. You agree to maintain insurance on the equipment while at the premises at full replacement value against fire, theft, and other risks, naming FT as an insured until title passes to you. Until title passes to you, you will not create, assume or suffer to exist any security interest, lien or encumbrance upon the Product ranking equal to or above FT's security interest granted herein, nor will you see, lease dispose of or remove the Product from the premises.
16. **SOFTWARE/LICENSE AGREEMENTS:** A. FT grants you a personal, non-transferable and non-exclusive right to use, in object code form, all software and related documentation furnished under this Agreement. Title to and ownership of all software shall remain with FT or its suppliers. This grant shall be limited to use with the equipment for which the software was obtained or, on a temporary basis, on back-up equipment when the original equipment is inoperable. Use of software on multiple processors is prohibited unless otherwise agreed to in writing by FT or its suppliers. You will refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software or to develop other software. You will use your best efforts to ensure that your employees and users of all software licensed under this Agreement comply with these terms and conditions. B. You may make a single archive copy of any license agreement packaged with software, the terms of the license agreement in the packaged software shall govern. D. If the equipment purchased hereunder is sold or assigned to another party, the manufacturer of the product may grant the right to use any related software, provided the new software license and pay the then current software license fee if any. Upon written request, the manufacturer of the product may grant the new owner or assignee of the equipment equipment refuses to execute a new software license agreement or to pay the applicable software license fee, or if the equipment is no longer to be used by you, you may be required to either return the software together with any copies, or destroy the software and all copies, and provide the manufacturer prompt written notice of such destruction.
17. **THIRD PARTY SOFTWARE:** The decision to acquire hardware, software (in any form), supplies or services from parties other than FT ("Third Party Products") is yours; even if FT helps you identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, FT IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT YOUR OBLIGATIONS TO FT. Any claim that you have in connection with the Third Party Products and any remedies for such claim will be against the supplier of such Third Party Products.
18. **WARRANTY:** A. FT warrants that during the warranty period specified on the front of this Agreement, the Products will operate in accordance with the manufacturer's standard specifications or documentation. If a Product does not operate in accordance with the manufacturer's standard specifications or documentation during the specified warranty period, you must promptly notify FT. FT, at its option, will either repair or replace that Product without charge. Any replacement parts provided under this Agreement may be new, remanufactured or refurbished, but will be equivalent to new in performance. B. The warranty period shall be specified on the front of this Agreement and shall begin on the cutover date for FT-installed Products only. C. If you subsequently purchase products ("Added Products") from FT and co-locate those products with the existing ones, those Added Products will be automatically covered under this Agreement through the warranty term specified on the front of this Agreement. **ADDED PRODUCTS AND LABOR PURCHASED AND PERFORMED FROM A PARTY OTHER THAN FT WILL VOID ANY FT PROVIDED WARRANTY OR SERVICE PROTECTION PLAN.** D. Added Products purchased from a party other than FT but installed by FT are subject to certification by FT at FT's then current rates for such certification. For Added Products purchased from another party and installed by FT, coverage will be effective immediately after FT certifies the Added Products. First Tel Warranty and First Solution Managed Service Plan protection charges for the Added Products will be at FT's sole discretion and coverage will be coterminous with the coverage for the existing Products. E. FT WILL PERFORM SERVICES IN ACCORDANCE WITH ACCEPTED INDUSTRY PRACTICES AND IN A MANNER THAT REFLECTS FAVORABLY ON THE QUALITY IMAGE OF FT AND PROMOTES CUSTOMER SATISFACTION. FT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SERVICE PROVIDED UNDER THIS AGREEMENT. F. The major components of the system are covered under the First Tel Warranty Program. This is an extension of the manufacturer's original parts warranty. This warranty does not cover replacement of handset cords, line cords, station wiring and jacks. G. Power Surge Coverage: In addition to the hardware break down coverage, this contract provides for repair or replacement of covered equipment damaged by power surge. Power Surge Coverage will only apply if the covered hardware is connected to (or protected by) a surge protector approved by the Underwriter's Laboratory (UL). Your surge protector may be collected by the Administrator for examination.
19. **WARRANTY EXCLUSIONS:** A. EXCEPT AS STATED IN SECTION 18, FT, ITS SUBSIDIARIES AND THEIR AFFILIATED, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. B. The warranty provided in Section 14 does not cover repair for damages or malfunctions caused: (1) actions of non-FT personnel or the attachment to the Products by non-FT personnel or the attachment to the Products of non-FT furnished equipment or software; (2) your failure to follow the manufacturer's installation, operation or maintenance instructions, including your failure to permit FT timely on site or remote access to your Products; (3) failure of products not serviced by FT; (4) abuse, misuse or negligent acts of non-FT personnel; or (5) force majeure conditions as stated in Section 21. In addition, FT is not obligated to provide warranty if you modify FT-provided software programming for the Products; (6) Headsets; (7) Batteries; (8) Cords; (9) Wiring - Cabling - Jacks; (10) Power Conditioners; (11) Surge Protectors. If you request, FT will perform repair or other services not covered by this Agreement to your Products at FT's standard rates for such service, (e.g., maintenance service provided outside of the period stated on the front of this agreement will be invoiced to you on a "time and material" basis). C. You agree to notify FT prior to moving a Product. Additional charges may apply if FT incurs additional costs in providing warranty as a result of a move or modification of a Product. D. FT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE PRODUCTS. ALSO, FT DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND FT WILL NOT BE RESPONSIBLE FOR, UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD").
20. **EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY:** A. THE ENTIRE LIABILITY OF FT AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND YOUR EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE: (1) FOR FAILURE OF PURCHASED PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 18; (2) FOR DELAYS IN THE DELIVERY OR "CUTOVER" DATE, WHICHEVER IS APPLICABLE, FT SHALL HAVE NO LIABILITY UNLESS THE DELIVERY OR "CUTOVER" DATE IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE TO EITHER YOU OR FORCE MAJEURE CONDITIONS, IN WHICH CASE YOUR SOLE REMEDY SHALL BE TO CANCEL THE ORDER WITHOUT INCURRING CANCELLATION CHARGES; (3) FOR FT'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT (E.G., FT'S SERVICE PROTECTION PLAN OBLIGATIONS), YOUR SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF FT FAILS TO CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS OF RECEIPT OF YOUR WRITTEN NOTICE; (4) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH FT'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROVEN DAMAGES TO PROPERTY OR PERSON; AND (5) FOR CLAIMS OTHER THAN SET FORTH ABOVE, FT'S LIABILITY SHALL BE LIMITED TO THE LESSER OF: (I) PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$100,000 OR (II) THE AMOUNT YOU PAID FT FOR THE APPLICABLE PRODUCT. B. EXCEPT TO THE EXTENT PROVIDED IN SUBSECTION 20 A (4), FT SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) INCIDENTAL DAMAGES; (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"), AND SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT FT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.
21. **FORCE MAJEURE:** FT shall have no liability for delays, failure in performance or damages due to: fire, explosion, pest damage, power failures/surges, strikes or labor disputes, water, earthquake, tornado, acts of God, the elements, war, civil disturbances, act of civil or military authorities or the public enemy, inability to secure raw material, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the Products, or other causes beyond FT's control whether or not similar to the foregoing.
22. **DISPUTES:** A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 22. B. If the Dispute cannot be settled by good faith negotiation between the parties, FT and you will submit the Dispute to non-binding mediation. If complete agreement cannot be reached within thirty (30) days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections 22 C and 22 D, except that FT reserves the right to obtain an injunction in court to prevent your use of the Products in violation of this Agreement. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law, will govern the arbitrability of all Disputes. C. A single arbitrator who is knowledgeable in the telecommunications field or in commercial matters will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have authority to modify or expand any of the provisions of this



# PURCHASE AGREEMENT FSWP

Customer Initials

Agreement (e.g., Section 20 – the Exclusive Remedies and Limitation of Liability provisions of this Agreement). D. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution (ADR) firm selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration under the then current rules and supervision of the American Arbitration Association (AAA). FT and you will each bear its own attorney's fees associated with the mediation and, if necessary, the arbitration. FT and you will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. E. Any Dispute you have against FT with respect to this Agreement must be brought in accordance with this Section 22 within two (2) years after the cause of action arises.

**23. CANCELLATION/TERMINATION:** A. If you cancel the whole or a portion of an order after this Agreement is signed but prior to the delivery date for Customer-installed Products or the scheduled Installation date for FT-installed Products, you will pay a fee equal to twenty percent (20%) of the purchase price/license fee for the canceled Products plus any applicable shipping charges. If you cancel after the delivery date for Customer-installed Products or after Installation has begun for FT-installed Products, you will pay the full purchase price and/or license fee, shipping charges and installation charges to the cancellation date. B. If you fail to perform any material term or condition of this agreement (e.g., fail to pay any charge when due) and such failure continues for thirty days after receipt of written notice, you shall be in default and FT may terminate this agreement and exercise any available rights. Upon termination by FT, you shall be liable for cancellation and/or termination charges and any other applicable charges.

**24. ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, FT may assign this Agreement without your consent to present or future affiliate, subsidiary, successor or distributor or may assign its right to receive payment.

**25. GENERAL:** A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. B. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party. C. You certify that the Products acquired hereunder are intended for your use in the ordinary course of your business and not for the purpose of resale. D. This Agreement shall be governed by the laws of the State of Michigan. E. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDING, WHETHER WRITTEN OR ORAL.

**26. EMPLOYEE NON-SOLICITATION CLAUSE:** Customer agrees that for a period of (2) two years after termination of this agreement, customer will be prohibited from soliciting for hire or contracting as Independent Contractors any persons who: were employees of the contractor during the term of the agreement.

**27. SOFTWARE ASSURANCE:** A. The following does not apply to customers that are currently enrolled in the Mitel Software Assurance Program. Notice: Mitel no longer provides manufacturer technical support to its Dealer Partners working on behalf of end user customers for systems with out of date versions of its software. Customers who are not participating in the Mitel Software Assurance Program and have an outdated software version and need repairs/maintenance from First Tel that requires technical support from the manufacturer, may be forced to incur additional costs by obtaining the software and hardware upgrades necessary to make the repair. In these circumstances, First-Tel will notify customer of any needed upgrades and the cost of such upgrades. The purchase of those upgrades, or enrollment in the Mitel Software Assurance Program, is a prerequisite to First-Tel's obligation to make any repairs to any portion of the system requiring such upgrade. B. Other manufactures technical support charges may also apply if applicable software assurance/support is not in place.





# PURCHASE AGREEMENT FSWP

Customer Initials

## List of Equipment and Software Schedule B for

**First Telecommunications** proposes to install the award-winning **Mitel** solution presented above to provide an enhanced communications environment for the benefit of your customers and your organization. This proposal includes all the necessary system equipment, software licensing, system programming and on-site training to ensure a high-quality installation experience. We will make every effort to reuse existing customer provided network cabling, however, any missing or unusable cable will be brought to the attention of the client. Any new cabling required will be provided under a separate agreement and only with the client's prior written approval.

**See Attached Equipment Schedule in RFP Dated December 17, 2021**

**Pricing is based on Sourcewell discounts. Contract number MBS-022719. Please reference on any PO or check resulting from this quote.**



# PURCHASE AGREEMENT FSWP

Customer Initials                     

## First Solution Managed Services\* Schedule B for Hastings Public Library

FIRST SOLUTION SERVICE BENEFITS	Executive Assurance Plan	Professional Assurance Plan	Associate Assurance Plan
<b>Training</b>			
Initial End-user Cutover Training	•	•	•
Initial Administration Training	•	•	•
Annual End-user and/or Administration Training	16 hrs	8 hrs	
<b>Annual Client Business Review</b>			
Annual Client Utilization Conference	•	•	
Annual Client Business Update	•	•	
Annual Technology and Application Updates	•	•	
Annual Network Carrier Analysis	•	•	
Disaster Recovery Provisions	•	•	•
Priority Queue for Dispatch	•	•	•
30 Day Minor Programming After Installation	•	•	•
Full Service and Warranty 24/7 365 Days	•	•	\$350 after NBD* Hours
Remote Programming – When Authorized	•	First 30 min.	
Annual On-site System Performance Check	•	•	
<b>Guaranteed Rates for Expansion</b>			
Fixed Expansion Pricing for term of Agreement	•	•	
<b>Guaranteed Renewal Options</b>			
Various Multi-Year renewal options are offered and discounts based on term of renewal are available			
<b>Carrier Services</b>			
Sold by FT -Coordination N/C****	•	•	•
Sold by FT -On-site Repair N/C****	•	•	
<b>Software Assurance</b>			
Mitel MiVoice Business Software Assurance Required **	•	•	•
All Manufactures Equipment	•		
<b>Service Level Agreement / Downtime</b>			
Emergency Response within 3 hours or \$100 credit per occurrence			
-\$100/hr Credit after 4/hrs	•		
-\$150/hr Credit after 8/hrs			
<b>Moves, Adds and Changes</b>			
Labor Provided***	•		
Standard Rates	\$1,731.18	\$1,298.39	\$865.59

\* NBD = Normal Business Day

\*\* Mitel MiVoice Business System Software Only / Not Peripheral software Programs

\*\*\* Labor is Provided Except for Wiring and System Relocation

\*\*\*\* Carrier Services Not Sold by First Telecommunications is Billable



# PURCHASE AGREEMENT FSWP

Customer Initials [redacted]

## First Solution Managed Services\* Schedule B for Hastings Public Library

First Telecommunications is committed to customer satisfaction through the delivery of one of three unique maintenance plans. These plans, which are described below, are designed to optimize the reliability and performance of your communications system. Selecting the proper level of service and support prior to installation allows First Telecommunications to make appropriate plans, allocate resources and save money. Our commitment is "Best in Class" service and support.

- I authorize First Telecommunications to enroll me in the \_\_\_\_\_ **Assurance Plan** as set forth in the above description. I understand that I will be billed at First Telecommunication's pre-installation managed services rate and will be covered against electrical surge damage to equipment at no additional charge.

Initial [redacted]

Date [redacted]

- I decline to take advantage of this special managed services offer. I understand that if I decide to enroll in a **First Solution Managed Services Plan** at a later date, I will be billed at First Telecommunication's standard managed services rate and will not receive protection against electrical surge damage to equipment during the first year of system usage.

Initial [redacted]

Date [redacted]

- All equipment acquired from First Telecommunications is supported by a 5 year warranty regardless of Managed Services option selected or declined.



# PURCHASE AGREEMENT FSWP

Customer Initials

## Associate Assurance Plan Schedule C for Hastings Public Library

This schedule identifies the Customer's options to the **First Solution Managed Services**

### What is Covered:

#### Result Management

- Initial End-user Cutover Training
- Initial Administration Training

#### Asset Management

- Carrier Services Sold by First Tel - Coordination \*
  - Mitel MiVoice Business Software Assurance Required \*\*
  - Disaster Recovery Provision
  - Priority Queue for Dispatch
  - 30 Day Minor Programming After Installation
  - Full Service and Warranty 24/7 365 Days \*\*\*
  - Repair or replacement of defective parts
  - Replacement of defective line cords and handset cords
  - Repair or replacement of defective PC parts
  - Software related repair problems
  - Cabling installed by First Telecommunications
  - 100% manufacturer certified technical support
  - Labor to remove or replace defective parts
  - Labor to diagnose that a covered part is defective
  - Labor for any other trouble shooting
  - Remote maintenance and technical support
  - No charge for no trouble found service calls
  - Free software diagnostics and database rebuilds
- \* Carrier services not sold by First Tel are billable  
\*\* Mitel MiVoice Business System Software Only/Not Peripheral Software Programs  
\*\*\* \$350 Charge after Normal Business Day Hours

### What is not Covered:

- Cable not installed by First Telecommunications
- Moves, Adds and Changes

### Emergency Services:

- Offered on a 7 day/24 hour basis
- Technicians on site within 3 hours from the time the problem was reported unless remote maintenance cleared the service problem via telephone

### Routine Services:

- Offered on Business days Mon-Fri during normal business hours 8:00 am to 5:00 pm eastern time.
- Service will be performed within 7 business days from date of order. Emergency service can be provided on an as needed basis at the normal rates for those types of services.

### Moves, Adds and Changes:

- Offered on business days Mon-Fri during normal business hours 8:00 am to 5:00 pm eastern time.
- Service will be performed within 7 business days from date of order. Emergency service can be provided on an as needed basis at the normal rates for those types of services.



# PURCHASE AGREEMENT FSWP

Customer Initials

## Professional Assurance Plan Schedule C for Hastings Public Library

This schedule identifies the Customer's options to the **First Solution Managed Services**

### What is Covered:

#### Result Management

- Initial End-user Cutover Training
- Initial Administration Training
- 8 hours of Annual End-user and/or Administration Training
- Annual Client Utilization Conference
- Annual Client Business Update
- Annual Technology and Application Updates
- Annual Network Carrier Analysis

#### Asset Management

- Fixed Expansion Pricing for term of contract
  - Carrier Services Sold by First Tel - Coordination \*
  - Carrier Services Sold by First Tel - On-site Repair \*
  - Mitel MiVoice Business Software Assurance Required \*\*
  - Disaster Recovery Provision
  - Priority Queue for Dispatch
  - 30 Day Minor Programming After Installation
  - Full Service and Warranty 24/7 365 Days
  - Remote Programming - First 30 Minutes – When Authorized
  - Annual On-Site System Performance Check
  - Repair or replacement of defective parts
  - Replacement of defective line cords and handset cords
  - Repair or replacement of defective PC parts
  - Software related repair problems
  - Cabling installed by First Telecommunications
  - 100% Manufacturer certified technical support
  - Labor to remove or replace defective parts
  - Labor to diagnose that a covered part is defective
  - Labor for any other trouble-shooting
  - Remote maintenance and technical support
  - No charge for "no trouble found" service calls
  - Free software diagnostics and database rebuilds
- \* Carrier services not sold by First Tel are billable  
\*\* Mitel MiVoice Business System Software Only/Not Peripheral Software Programs

### What is not Covered:

- Cable not installed by First Telecommunications
- Moves, Adds and Changes

### Emergency Services:

- Offered on a 7 day/24 hour basis
- Technicians on site within 3 hours from the time the problem was reported unless remote maintenance cleared the service problem via telephone

### Routine Services:

- Offered on Business days Mon-Fri during normal business hours 8:00 am to 5:00 pm eastern time.
- Service will be performed within 7 business days from date of order.
- Emergency service can be provided on an as needed basis at the normal rates for those types of services.

### Moves, Adds and Changes:

- Offered on business days Mon-Fri during normal hours 8:00 am to 5:00 pm eastern time.
- Service will be performed within 7 days from date of order. Emergency service can be provided on an as needed basis at the normal rates for those types of services.



# PURCHASE AGREEMENT FSWP

Customer Initials

## Executive Assurance Plan Schedule C for Hastings Public Library

This schedule identifies the Customer's options to the **First Solution Managed Services**

### What is Covered:

#### Result Management

- Initial End-user Cutover Training
- Initial Administration Training
- 16 hours of Annual End-user and/or Administration Training
- Annual Client Utilization Conference
- Annual Client Business Update
- Annual Technology and Application Updates
- Annual Network Carrier Analysis

#### Asset Management

- Fixed Expansion Pricing for term of contract
- Carrier Services Sold by First Tel - Coordination \*
- Carrier Services Sold by First Tel - On-site Repair \*
- Mitel MiVoice Business Software Assurance Required \*\*
- Software Assurance On All Manufactures Equipment
- Emergency Response within 3 hours or \$100 credit per occurrence ++
- \$100/hr Credit after 4/hrs and \$150/hr after 8/hrs ++
- Moves, Adds Changes Labor Provided \*\*\*
- Disaster Recovery Provision
- Priority Queue for Dispatch
- 30 Day Minor Programming After Installation
- Full Service and Warranty 24/7 365 Days
- Remote Programming – When Authorized
- Annual On-Site System Performance Check
- Repair or replacement of defective parts
- Replacement of defective line cords and handset cords
- Repair or replacement of defective PC parts
- Software related repair problems
- Cabling installed by First Telecommunications
- 100% manufacturer certified technical support
- Labor to remove or replace defective parts
- Labor to diagnose that a covered part is defective
- Labor for any other trouble-shooting
- Remote maintenance and technical support
- No charge for "no trouble found" service calls
- Free software diagnostics and database rebuilds

\* Carrier services not sold by First Telecommunications are billable

\*\* Mitel MiVoice Business System Software Only/Not Peripheral Software Programs

\*\*\* Labor is included except For Wiring and System Relocation Mon-Fri during 8:00AM to 5:00PM ET.

**++ Service Level Agreement.** If customer is without telephone service for more than 4 business hours as a result of a major system failure from equipment provided by First Telecommunications, then First Telecommunications will pay a penalty of \$100.00 for each business hour after the initial 4 hour period. If service is still not rendered after 8 hours, the penalty will escalate to \$150 per hour thereafter until the system is restored to normal operation. The total penalty amount will be accrued until the system is restored to normal operation. This penalty amount will be applied as a credit for future customer services purchased from First Telecommunications.

The following item is within our control and is covered under this agreement:

Equipment provided by First Telecommunications resulting in a major system failure.

*Note:* First Telecommunications is not responsible for service level agreement payments for any outages that are due to acts of God (i.e. tornado, flood, lightning, other natural disasters etc.). Additionally, we will not be responsible for any network outages that are a direct result of service orders placed by employees of customer or its Agents to local and long distance network providers (i.e. AT&T, CenturyLink, TelNet, TDS, CTS, etc.). Loss of Network Services resulting from an outage by the service provider is not covered under this agreement. Please see the individual service provider's service level agreement for explanation of coverage.





# PURCHASE AGREEMENT FSWP

Customer Initials [REDACTED]

## Managed Services Agreement Terms and Conditions Schedule C for Hastings Public Library

This Agreement is entered into by and between First Telecommunications LLC. (hereinafter referred to as "First Telecommunications") and the Customer whose name and address are set forth on the front of this agreement (hereinafter referred to as "Customer"). First Telecommunications agrees to provide installation and maintenance services to the Customer in accordance with the Terms and Conditions below for equipment located at the address on the front of this agreement.

**TERM AND RENEWAL:** A. The terms of this Agreement shall be for a one (1) year (or other term selected on the front side of this agreement) period commencing from date of receipt of the customer payment at First Telecommunications and shall be renewed automatically for successive one (1) year periods thereafter until terminated in writing as provided herein. Each renewal of this Managed Services Agreement shall be subject to the same terms and conditions herein contained except that the service fee due First Telecommunications for each renewal period shall be at the rate then charged by First Telecommunications for similar maintenance services. Either party may terminate this Agreement at the end of the initial or any renewal period only, by giving the other party written notice of termination thirty (30) days prior to any annual anniversary date. B. If a customer terminates the agreement prior to the expiration of its initial term or any extension of the managed services agreement or if FT terminates the agreement due to non-payment the customer will owe FT termination fees equal to the remaining numbers of months of the contract period.

**2. MAINTENANCE FEE:** Customer agrees to pay the non-refundable annual maintenance fee for the Coverage Option selected on the invoice side of this agreement plus applicable taxes, payable upon the execution date of this Agreement.

**3. MAINTENANCE SERVICES:** First Telecommunications shall perform all maintenance service and repair and furnish all labor, materials and replacement parts to maintain the Equipment in good working condition, provided however, that the coverage selected by customer specifically provides otherwise or as provided in section 5 below. Replacement parts may include reconditioned parts. Maintenance parts will be furnished on an exchange basis, and the parts that are replaced become the property of First Telecommunications. Service provided under this Agreement does not guarantee uninterrupted operation, and First Telecommunications's obligations hereunder are contingent upon Customer's timely compliance with the monetary obligations herein.

**4. EQUIPMENT ACCESS:** In the performance of all services set forth herein, First Telecommunications shall have, and Customer hereby grants, full and unrestricted access to the premises on which the Equipment is located. First Telecommunications's responsibility to repair shall be limited to Customer's side of the point of connection between Customers' Equipment and the utility service or long distance carriers.

**5. EXCLUDED SERVICES:** Maintenance service under this Agreement does not include repairs or service required as a result of (a) neglect, theft, misuse or accidental damage of the Equipment; (b) alterations or modifications to the Equipment performed by other than First Telecommunications; (c) the failure of Customer to provide and maintain a suitable installation environment with all facilities prescribed by First Telecommunications (including, but not limited to proper electrical power, air conditioning, or humidity control); (d) use of supplies or material not meeting First Telecommunications specifications; (e) use of the Equipment for purposes other than those for which it was designed; (f) electrical work or telephone company/other common carrier problems external to the Equipment; (g) service connected with Equipment relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. If Customer requests service outside the scope of this Agreement, such repair or service will be furnished at First Telecommunications current applicable rates for time and materials.

**6. TAXES:** In addition to the charges due under this Agreement Customer agrees to pay amounts equal to any taxes resulting from the Agreement or any activities hereunder exclusive of taxes based upon First Telecommunications net income.

**7. SERVICE REQUESTS:** Upon notification of an equipment failure, and according to the applicable First Solution Managed Service Plan coverage provided, FT will commence remedial service by isolating the cause of the failure and then taking the appropriate corrective action, including accessing the system remotely via modem or the dispatch of a technician to your premises Upon notification of an equipment failure, and according to the applicable coverage period and response time. "Major failures" are defined as those equipment failures where more than 50% of the System cannot be used to communicate externally, and "Minor failures" are all other equipment failures. (1) Minor failures will be responded to within four (4) hours, and the service rendered, on average, within twenty-four (24) hours of the Customer's request for service, between 8:00 AM and 5:00 PM, Monday through Friday except FT observed holidays. (2) Major failures will be responded to within one (1) hour and service rendered, on average, within four (4) hours of the customers request between 8:00 AM and 5:00 PM Monday through Friday except FT observed holidays. (3) For Major failure service requested between 5:00 PM and 8:00 AM Monday through Friday or during FT observed holidays and/or Saturdays and Sundays, FT will respond within four (4) hours.

**8. NON-AUTHORIZED SERVICE:** If persons other than authorized First Telecommunications employees or agents perform maintenance or repair to the Equipment or the Equipment is moved or relocated from the original premise installation by other than First Telecommunications employees or agents, Customer forfeits any further services under this Agreement. Upon such forfeiture, First Telecommunications shall have no further obligations under this agreement and Customer shall have no right to refund of any monies paid under this Agreement

**9. LIMITATION OF LIABILITY:** IN THE PERFORMANCE OF THIS AGREEMENT, FIRST TELECOMMUNICATIONS SHALL BE LIABLE ONLY FOR THE EXPENSE OF PROVIDING ROUTINE REPAIR, REPLACEMENT PARTS AND MAINTENANCE SERVICE. FURTHER, NO LIABILITY WILL ARISE IF THE PERFORMANCE OF SUCH SERVICE IS PREVENTED BY DECLARED GOVERNMENT EMERGENCIES, CIVIL DISTURBANCES, STRIKES OR OTHER CAUSES BEYOND FIRST TELECOMMUNICATIONS CONTROL. CUSTOMER AGREES THAT NEITHER FIRST TELECOMMUNICATIONS NOR ITS AGENTS AND EMPLOYEES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OR OTHER PROPERTY, INJURY OR DEATH OF CUSTOMER'S AGENTS, EMPLOYEES OR CUSTOMERS ARISING IN CONNECTION WITH THE MAINTENANCE SERVICES PROVIDED BY FIRST TELECOMMUNICATIONS UNDER THIS AGREEMENT UNLESS SUCH LOSS, DAMAGE, INJURY OR DEATH RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FIRST TELECOMMUNICATIONS AGENTS, OR EMPLOYEES. WHILE FIRST TELECOMMUNICATIONS TAKES RESPONSIBILITY FOR PROVIDING SATISFACTORY MAINTENANCE SERVICES IN ACCORDANCE WITH THE PLAN SELECTED BY CUSTOMER, IT MAKES NO CLAIM THAT IT CAN MAINTAIN THIS EQUIPMENT IN A MANNER TO PREVENT FRAUDULENT INTRUSIONS INCLUDING BUT NOT LIMITED TO TOLL FRAUD, AND THE UNAUTHORIZED USE OF VOICE PROCESSORS AND VOICE MAIL SYSTEMS. THEREFORE, NO EXPRESS OR IMPLIED WARRANTY IS MADE AGAINST ANY SUCH FRAUDULENT USES THAT MAY BE MADE OF THE EQUIPMENT. IN THE EVENT FIRST TELECOMMUNICATIONS BREACHES ANY WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT FIRST TELECOMMUNICATIONS MAKES ANY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT WHEN FIRST TELECOMMUNICATIONS DETERMINES THAT THE EQUIPMENT DOES NOT CONFORM TO WARRANTY. IN NO EVENT SHALL FIRST TELECOMMUNICATIONS, ITS AGENTS AND EMPLOYEES BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE OR EXPENSE WHETHER OR NOT FIRST TELECOMMUNICATIONS HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSS, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES; AND FROM INTRUSIONS OF THE EQUIPMENT BY FRAUDULENT CALLERS, INCLUDING BUT NOT LIMITED TO TOLL FRAUD, AND THE UNAUTHORIZED USE OF CALL FORWARDING AND OTHER FEATURES AND OF VOICE PROCESSORS AND VOICE MAIL SYSTEMS.

**10. ENTIRE AGREEMENT:** The provisions contained in this Agreement constitute the entire agreement by and between First Telecommunications and Customer, and First Telecommunications is not bound by any representations or inducements not specifically set forth herein

**11. GENERAL:** This Agreement may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This Agreement shall be enforced subject to the laws of the state in which said Agreement is executed. Both parties agree that any dispute relating to the services sold hereunder shall be subject to the court of appropriate jurisdiction for resolution. First Telecommunications reserves the right to; (a) withhold without liability but with prior written notice given Customer any services authorized by Customer under this Agreement if Customer is delinquent in payment for any additional equipment provided or services rendered; and (b) change the credit terms herein when, in First Telecommunications opinion, the financial condition or previous payment record of Customer so warrants. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency, by or against Customer, or in the event of the appointment, with or without Customer's consent, of an assignee for the benefit of creditors, or of a receiver; First Telecommunications failure to exercise any of its rights herein shall not constitute or be deemed a waiver or forfeiture of such rights.

Stenographic, typographic, and clerical errors are subject to correction

Any notices required to be given hereunder shall be given in writing at the address of each party set forth herein or to such other address as either party may authorize by written notice to the other party.

Customer affirms that (a) Customer is the owner of the Equipment specified under this Agreement, or (b) if not the owner, that Customer has authority from the owner to execute this Agreement as agent for the owner

**Hastings Public Library**  
**2022 Officers & Committee Assignments**  
*Update after January 2022 meeting*

President  
Vice President  
Secretary

Budget & Finance

President  
Norma Jean Acker  
Kelli Newberry

Building & Grounds

President  
John Resseguie  
David Koons

Personnel

President  
Audrey Burton  
Kelli Newberry

Policy

President  
Jeff Kniaz  
David Koons

Marketing

President  
Norma Jean Acker  
Audrey Burton  
Mary Rivett