RETURN TO TOP OF AGENDA

Incredibly Close ✦ Amazingly Open

VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
JULY 22, 2025, 7:00 PM

RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 p.m. and the time between 6:00 p.m. and 7:00 p.m. shall be used for the Executive Session per 1-5-7:A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 p.m.).

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
   a. Regular Meeting – July 8, 2025
5. **Special Reports**
6. **Public Hearings –** None
7. **Plan Commission Reports –** None
8. **Residents' Comments (agenda items only)**
9. **President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee*
10. **Clerk's Report** – *Family & Senior Services, Advisory Commission on Aging, Condominium Association, Maine Township Government*
11. **Staff Report**
    a. **Village Administrator**

RETURN TO TOP OF AGENDA

1) **Ordinance 25-23** *(Introduced July 22, 2025) (First Reading):* Amending Title 5, Chapter 4, Section 10 of the Municipal Code entitled Prohibited Actions, Conduct and Creating Title 5, Chapter 4, Section 14 Entitled Motor Driven Scooters and Electric Bicycles

2) **Resolution 25-54:** A Resolution Providing an Inducement to the Village of Morton Grove and Prospective Developers for Redevelopment Projects in The Village of Morton Grove, Cook County, Illinois

b. Corporation Counsel

12. **Reports by Trustees**

a. **Trustee Khan –** *Finance Department, Appearance Commission, (Trustee Travis)*

b. **Trustee Minx –** *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*

c. **Trustee Shiba –** *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department, Sawmill Station TIF (Trustee White)*

1) **Resolution 25-55:** Authorizing an Agreement with RingCentral for Telecommunications Licenses, Equipment Hardware, Implementation, and Annual Maintenance for all Village Departments

d. **Trustee Thill –** *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*

e. **Trustee Travis –** *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*

1) **Resolution 25-56:** Authorizing a Contract with Ultra Strobe Communications Inc. for the Changeover of Equipment for Police Department Patrol Vehicles

f. **Trustee White –** *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*

13. **Presentation of Warrants –** $542,199.40

14. **Other Business**

15. **Residents' Comments**

16. **Adjournment**

RETURN TO TOP OF AGENDA

MINUTES OF A REGULAR MEETING OF THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS JULY 8, 2025

CALL TO ORDER

I. Village President Janine Witko convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.

II. Village Clerk Saba Koya called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, and Keith White. Trustee Connie Travis was absent with notice.

III. APPROVAL OF MINUTES

Mayor Witko asked for a motion to approve the Minutes of the June 24, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Khan.

Motion passes unanimously via voice vote with 1 absent.

IV. SPECIAL REPORTS

NONE

V. PUBLIC HEARINGS

NONE

VI. PLAN COMMISSION REPORTS

NONE

VIII. PRESIDENT'S REPORT

1. Mayor Witko thanked the Morton Grove Days Committee for yet another wonderful and well-attended event this past weekend. The event was made possible through the Commission's efforts as well as those of the volunteers and Village staff. For those who couldn't attend this past

weekend, Mayor Witko named the volunteer members of the Morton Grove Days Committee:

- Paul Minx
- Rita Minx
- Lisa Rathunde
- Katy Napolitano (Shimanski)
- Boyle Wong
- Nancy Leong
- Jeff Wait
- Zoe Heidorn
- Dan DiMaria
- John Pietron
- Bill Burns
- Commander Eric Ficht
- Georgianne Brunner
- Terri Cousar
- Marty O'Brien

2.

Mayor Witko also appealed to all residents to attend the Village's next meeting regarding the future of Dempster Street. The community session will take place during National Night Out on August 5, 2025. Residents can provide ideas on what they'd like to see along Dempster at that time. People can also visit plandempster.org to leave feedback.

IX. CLERK'S REPORT

Clerk Harford had no formal report this evening.

X. STAFF REPORTS

A. Village Administrator:

Village Administrator Chuck Meyer thanked all the staff members who worked Morton Grove Days and the Fourth of July Parade to bring a safe and enjoyable experience to our residents and visitors.

X. STAFF REPORTS (continued)

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES' REPORTS**

A. Trustee Khan:

Trustee Khan had no formal report this evening.

B. Trustee Minx:

Trustee Minx said, as Mayor Witko mentioned, the annual Morton Grove Days celebration was again a successful event. The Morton Grove Days Committee is still collecting information on revenues collected and expenditures, reviewing everything for accuracy, but to date we have confirmed that we received $47,998.10 as the Village's share of the Carnival, and our sponsorships brought in an additional $49,949.30 in revenue. She thanked the Committee, Village staff, and everyone who volunteered, adding, "Our dedicate group has already begun the process of planning for next year's event."

C. Trustee Shiba:

Trustee Shiba had no formal report this evening.

D. Trustee Thill:

Trustee Thill had no formal report this evening.

E. Trustee Travis:

Trustee Travis had no formal report this evening.

XI.

Trustee White:

F.

Trustee White had no formal report this evening:

XII.

OTHER BUSINESS

NONE

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for July 8, 2025 in the amount of $1,464,148.11. She moved to approve the Warrants as presented, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan	**aye**	**Tr. Minx**	**aye**	**Tr. Shiba**	**aye**
Tr. Thill	**aye**	**Tr. Travis**	**absent**	**Tr. White**	**aye**

XIV. **RESIDENTS' COMMENTS**

Bill Page said that he usually attends the Morton Grove Days festival "remotely"—he can see and hear everything from his patio! He said it sounded like everyone was having fun, and the fireworks show was "at least a match" with last year's.

XV. **ADJOURNMENT**

As there was no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan.

Motion passes unanimously via voice vote with 1 absent.

The meeting adjourned at 7:05 p.m.

PASSED this 22nd day of July 2025.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee White _____

APPROVED by me this 22nd day of July 2025.

_____

Janine Witko, Village President
Board of Trustees, Morton Grove, Illinois

ATTESTED and FILED in my office this 23rd day of July 2025.

_____

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

RETURN TO TOP OF AGENDA

Legislative Summary

Ordinance 25-23

AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION 10 OF THE MUNICIPAL CODE ENTITLED PROHIBITED ACTIONS, CONDUCT AND CREATING TITLE 5, CHAPTER 4, SECTION 14 ENTITLED MOTOR DRIVEN SCOOTERS AND ELECTRIC BICYCLES

Introduction:	July 22 2025
Purpose:	The Ordinance will amend Title 5, Chapter 4, Section 10 of the Village Code entitled Prohibited Actions, Conduct regarding the regulation of electric bikes and similar devices and create Title 5, Chapter 4, Section 14 entitled Motor Driven Scooters and Electric Bicycles.
Background:	The Village of Morton Grove has experienced a rise in the prevalence and use of electronic bicycles (e-bikes) and similar devices within the community. The State of Illinois provides some guidelines regarding the regulation of e-bikes. However, the Village has determined that codification of State Statute and the addition of local regulations will help enhance safety standards. A summary of the proposed changes include: • Defining e-bikes, electric scooters, low-speed electric scooters, non-highway vehicles, and toy vehicles and affirming that these vehicles are non-intended users for roadways and sidewalks. • Establishing that a driver's license is required for low-speed electric bicycles and electric scooters. If the Ordinance is approved, the Village will provide communication to the community and provide a frequently asked questions page on the Village's website to address questions and considerations to help ensure the new regulations are properly communicated.
Departs Affected	Village Administrator's Office and Police Department
Fiscal Impact:	No financial impact
Source of Funds:	N/A
Workload Impact:	The Police Department will enforce this Ordinance. Village staff will provide public notice on the Village's platforms including information on the Village's website to residents on the operation of these devices.
Administrator Recommendation	Approval as presented
Second Reading:	August 12, 2025
Special Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Prepared by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Weitzel, Police Chief

RETURN TO TOP OF AGENDA

ORDINANCE 25-23

AMENDING TITLE 5, CHAPTER 4, SECTION 10 OF THE MUNICIPAL CODE ENTITLED PROHIBITED ACTIONS, CONDUCT AND CREATING TITLE 5, CHAPTER 4, SECTION 14 ENTITLED MOTOR DRIVEN SCOOTERS AND ELECTRIC BICYCLES

WHEREAS, the Village of Morton Grove (the "Village"), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, and can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village President and Board of Trustees are committed to protecting the health, safety and welfare of the Village and its residents; and

WHEREAS, the Village continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, the Corporate Authorities of the Village of Morton Grove believe it is in the best interest of the residents of the Village to regulate the use of electric bicycles and similar devices as set forth in this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance as though fully set forth herein thereby making the findings as hereinabove set forth.

SECTION 2: Title 5, entitled “Motor Vehicles and Traffic,” Chapter 14 entitled “Motor Driven Scooters and Electric Bikes,” shall be created and Section 1 entitled “Definitions” shall be created and is hereby to read as follows:

5-14: Motor Driven Scooters and Electric Bikes

5-14-1: Definitions

A. Low Speed Electric Bicycles (E-Bikes): Low Speed Electric Bicycles are hereby defined as set forth in 625 ILCS 5/1-140.10, as may be amended from time to time, and currently set forth as follows:
   a. Class 1: an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
   b. Class 2: an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.
   c. Class 3: an electric bicycle equipped with a motor that provides assistance only

when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

B. Electric Scooters (E-Scooters): Electric Scooters are hereby defined as a device, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is in excess of 10 miles per hour. An Electric Scooter does not include an electric personal assistive mobility device, as defined by 625 ILCS 5/1-117.7

C. Low-Speed Electric Scooters are hereby defined as set forth in 625 ILCS 5/1-140.11, as may be amended from time to time, and currently set forth as follows: A device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. "Low-speed electric scooter" does not include a moped or motor-driven cycle. Users of Low Speed Electric Scooters shall not be intended users of any portion of the Village's transportation network, as defined by the Illinois Vehicle Code, and including but not limited to streets, roadways, paths and sidewalks.

D. Non-Highway Vehicles: A non-highway vehicle shall mean any battery operated, electric, or gas driven all-terrain vehicle, golf cart, off-highway motorcycle, recreational off-highway vehicle, go-cart, minibike, motorized skateboard, or other similar motor driven vehicle for which the state of Illinois does not issue a title document and does not issue license plates or registration document.

E. Toy Vehicles: A battery-powered ride-on toy that does not exceed 10 MPH and is designed for children under the age of 8.

SECTION 3: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 2 entitled "Operation of Electric Bicycles, Electric Scooters, non-highway vehicles, and Toy Vehicles" shall be created and is hereby to read as follows:

5-14-2: Operation of Electric Bicycles, Electric Scooters, non-highway vehicles, and Toy Vehicles

A. Electric Bicycles:

1. Where permitted, Low Speed Electric Bicycles, defined as set forth in Section A of this Code, shall be treated consistently with the provisions regulating the required equipment and operation of bicycles as noted in Chapter 5 of this Code, other than as further restricted in this Section.
2. Except as prohibited by the Illinois Vehicle Code, all Class 1 and Class 2 Low Speed Electric Bicycles shall be permitted to operate in the same designated Village owned streets and paths as other bicycles. Class 3 Low Speed Electric Bicycles may only be operated on Village streets, alleys and other locations reserved for the use of motor-driven vehicles, in accordance with the provisions of the Illinois Vehicle Code for their use, other than as further restricted in this Code.

3. Class 2 and 3 Low Speed Electric Bicycles are prohibited from use on any Village sidewalk.
4. Any operator of a Low Speed Electric Bicycle must be at least eighteen (18) years of age and possess a valid driver's license
5. All persons operating or riding upon a Low Speed Electric Bicycle shall wear a helmet.
6. All Low Speed Electric Bicycles must have a label as required by 625 ILCS 5/11-1517(c) showing the wattage, top assisted speed, and classification of the e-bike.
7. All Low Speed Electric Bicycles must have the capability to be operated solely via human propulsion, or to be controlled solely via human propulsion, via the use of functioning pedals attached to the Low-Speed Electric Bicycle.

B. Electric Scooters:

1. Where permitted, all Electric Scooters and Low-Speed Electric Scooters defined as set forth in Section A of this Code, shall be treated consistently with the provisions regulating the required equipment and operation of bicycles as noted in Chapter 5 of this Code, other than as further restricted in this Section.
2. Electric Scooters are prohibited from use on any Village sidewalk.
3. Except as otherwise set forth in this Code, all Low-Speed Electric Scooters shall operate on the sidewalk and in conformance with 625 ILCS 5/11-1518.
4. Any operator of an Electric Scooter shall be at least eighteen (18) years of age and possess a valid driver's license.
5. All persons operating or riding upon an Electric Scooter or Low-Speed Electric Scooters shall wear a helmet.
6. All Electric Scooters and Low-Speed Electric Scooters must have the capability to be operated solely via human propulsion, or to have their initial operation controlled via a human "push off" start.

C. Non-Highway Vehicles:

1. No persons shall operate a non-highway vehicle upon any public street, sidewalk, alley, parking lot, bike path, park, or on any other property within the Village of Morton Grove, or on any private property without the express consent of the owner.

D. Toy Vehicle:

1. The provisions of this code do not apply to toy vehicles operated by children under 8 with adult supervision.

SECTION 4: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 3 entitled "Impoundment" shall be created and is hereby to read as follows:

5-14-3: Impoundment

A. Impoundment: In addition to the general fines herein provided, any person who, through the operation of an Electric Bicycle, Electric Scooter, or Low-Speed Electric Scooter operates the device in a willful and wanton disregard for the safety of persons or property, may have the device impounded at the time that a citation or charge is issued to the operator by the Police Department of the Village, for a period not exceeding sixty (60) days. Such impoundment shall be subject to a fee of $500, jointly assessed to the owner and operator of the device, which shall be paid to secure the release of the device.

SECTION 5: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 4 entitled "Parental Responsibility for Violations by Minors" shall be created and is hereby to read as follows:

5-14-4: Parental Responsibility for Violations by Minors

A. It shall be unlawful for any parent or guardian of a person under the age of eighteen (18) ("minor") to permit the minor to violate, or to fail to exercise due care to restrain the minor from violating any provision of this section. The commission of any such violation by a minor shall raise a rebuttable presumption that the minor's parent or guardian has permitted the minor to commit said violation, or failed to exercise due care to restrain the minor from committing such violation

SECTION 6: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 5 entitled "Exemption" shall be created and is hereby to read as follows:

5-14-5: Parental Responsibility for Violations by Minors

A. No section of this code shall apply to the use of:
   a. Any device used by an authorized representative of the police department, fire department, or unit of government in the course of his or her official duties.
   b. Any motor driven scooter or motorized vehicle designed for and used by a person with disabilities including motorized wheelchairs.
   c. Any motor driven scooter operated in a Village sanctioned parade. (Ord. 04-40, 11-22-2004)

SECTION 7: Title 5, entitled "Motor Vehicles and Traffic," Chapter 4 entitled "Rules of the Road," Section 10 entitled "Prohibited Action, Conduct," shall be amended and to read as follows:

A. Reckless Driving: Any person who drives any vehicle on public or private property with a

willful or wanton disregard for the safety or well being of persons or property is guilty of reckless driving.

B. Following Too Closely: The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicles, the traffic and the condition of the streets.

C. Obstructing Traffic: No vehicle shall be operated or allowed to remain upon any street in such a manner as to form an unreasonable obstruction to the traffic thereon.

D. Unattended Vehicles: No vehicle shall be left unattended while the motor of such vehicle is running; and no vehicle shall be left without a driver on any hill or incline unless the vehicle is secured against moving.

Whenever any police officer finds a vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic, such officer is hereby authorized to provide for the removal of such vehicle to the nearest garage or other place of safety.

E. Key In Ignition: No person driving or in charge of a motor vehicle shall permit it to stand unattended in any public place without first stopping the engine, locking the ignition, removing the ignition key from the vehicle, effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. Whenever any police officer shall find a motor vehicle standing unattended with the ignition key in the vehicle, in violation of this subsection, such police officer is authorized to remove the key from such vehicle and to deliver the key to the police officer in charge of the nearest police station.

The registered owner of a vehicle found in violation of this subsection shall be held prima facie responsible for any such violation.

F. Driving Over Fire Hose: It shall be further unlawful for the driver of any vehicle to drive over any unprotected hose of the fire department without the consent of the fire chief or the assistant in command.

G. Clinging To Vehicle: No person on any street riding a bicycle, motorcycle, or any toy vehicle, shall cling to or attach himself or his vehicle to any moving vehicle.

H. Injurious Material On Streets:

1. No person shall throw or deposit upon any street any glass bottle, glass, nails, tacks, wire, cans or any other substance likely to injure any person, animal or vehicle upon such street.
2. Any person who drops, or permits to be dropped or thrown, upon any street any destructive or injurious material shall immediately remove the same or cause it to be removed.
3. Any person removing a wrecked or damaged vehicle from a street shall remove any glass or other injurious substance dropped upon the street from such a vehicle.

I. Negligent Driving:

1. It shall be unlawful for any person to operate any vehicle upon any street or public way negligently, or without due caution, in a manner so as to endanger or likely to endanger any person or property.
2. For purposes of this section, words "negligently" and "without due caution" shall

mean without due care and caution, or without due regard to the width, grade, corners, traffic, weather and other attendant conditions of streets, highways, roads, or other ways used for vehicular traffic within the Village of Morton Grove, and shall include inattentive actions by the operator of a motor vehicle that cause observable deficiencies in the safe operation of the vehicle. "Inattentive actions" include, without limitation, the following actions:

i. The hand or handheld operation of telephones, personal data assistants, computers, radios or other electronic or battery-operated communications or entertainment equipment or devices;
ii. Eating or drinking.
iii. The reading of material within the motor vehicle; and
iv. Personal grooming.

3. The prohibition in this section shall not be applicable to: a) the use or operation of telephones or communications equipment or devices for purposes of contacting or communicating with public safety or other emergency service providers, b) the operation of authorized emergency vehicles, and c) the operation of a vehicle in a parked position. (Ord. 11-21, 6-27-2011)

SECTION 8: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 9: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions shall remain in full force and effect.

SECTION 10: Except as to code amendments set forth in this ordinance, all chapters and sections of the *Morton Grove Village Code* shall remain in full force and effect.

SECTION 11: This Ordinance shall take effect on the later of the adoption of this Ordinance.

Passed this 12th day of August 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

RETURN TO TOP OF AGENDA

Approved by me this 12th day of August 2025.

_____
Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
this 13th day of August 2025.

_____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

RETURN TO TOP OF AGENDA

Legislative Summary

Resolution 25-54

A RESOLUTION PROVIDING AN INDUCEMENT TO THE VILLAGE OF MORTON GROVE AND PROSPECTIVE DEVELOPERS FOR REDEVELOPMENT PROJECTS IN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS

Introduced:	July 22, 2025
Purpose:	To authorize the future reimbursements of expenses incurred by the Village and potential developers to improve and redevelop the Dempster Street Redevelopment Project Area
Background:	Dempster Street from Central Avenue to the Forest Preserve suffers from blighting factors including obsolescence, deterioration, structures below minimum code standards, inadequate utilities, lack of community planning, and stagnating or declining property values. The economic and physical development of the Village may be harmed if blighting factors continue in this area. Developers have contacted the Village indicating their interest in redeveloping this area, but only if the Village provides financial assistance. The Village is also interested in improving public facilities and infrastructure in this area but will need financial assistance to do so. This Resolution is intended to induce and support the Village's and Developer's efforts to evaluate and negotiate potential redevelopment projects and to affirm that the Village will take appropriate action as allowed by law including the TIF Act, will bargain in good faith to negotiate appropriate redevelopment agreements, and if the Village determines that a desired project is appropriate for an economic incentive programs and such costs are qualified costs under the TIF Act, the Village may authorize the reimbursement of eligible expenditures to the Village and Developers incurred after the date of this Resolution.
Programs, Departs or Groups Affected	Administration, Legal Finance, and Community and Economic Development Department
Fiscal Impact:	None at this time
Source of Funds:	TIF
Workload Impact:	Village staff, assisted by its TIF consultants, will evaluate the redevelopment proposals and take all steps necessary to implement this Resolution.
Administrator Recommendation:	Approval as presented.
Second Reading:	None required.
Special Consider or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Hanna Sullivan, Finance Director

RETURN TO TOP OF AGENDA

RESOLUTION 25- 54

A RESOLUTION PROVIDING AN INDUCEMENT TO THE VILLAGE OF MORTON GROVE AND PROSPECTIVE DEVELOPERS FOR REDEVELOPMENT PROJECTS IN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS

WHEREAS the Village of Morton Grove (the "Village"), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article VII of the 1970 Constitution of the State of Illinois, and can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS the Village has the authority pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS the Village is authorized under the provisions of Article VIII of the State of Illinois Constitution, 1970, to use public funds for public purposes; and

WHEREAS the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 *et seq*. (the "TIF Act"), to finance redevelopment projects in accordance with and pursuant to the Act; and

WHEREAS the Village President and Board of Trustees (the "Corporate Authorities") find and hereby declare that it is in the best interests of the Village that certain property generally described in Exhibit A attached hereto (the "Proposed Redevelopment Project Area") be revitalized and redeveloped; and

WHEREAS the Proposed Redevelopment Project Area has not been subject to maximum growth and development through investment by private enterprise, may suffer from blighting factors or need conservation in order to prevent blight, and it is not reasonably anticipated to be redeveloped without certain public assistance by the Village; and

WHEREAS the Corporate Authorities have determined that the stable economic and physical development of the Village may be harmed if blighting factors continue within the Proposed Redevelopment Project Area; and

WHEREAS to cease the spread of, remove, and alleviate the blight and to address the economic decline and distress affecting the Proposed Redevelopment Project Area, the Village has

determined that it is in the Village's best interests to commission and conduct a study to explore the possibility of establishing tax increment financing ("TIF") and certifying a new redevelopment project area, which will encompass the Proposed Redevelopment Project Area as contemplated by the TIF Act; and

WHEREAS certain Developers ("Prospective Developers") have approached the Village with potential projects to redevelop the sites within the Proposed Redevelopment Project Area ("Private Projects") contingent upon the Village providing financial assistance to the Prospective Developers; and

WHEREAS the Prospective Developers have advised the Village and the Village has determined that the Prospective Developers will not be able to and will not proceed with such Private Projects unless the Village provides financial assistance, including paying or reimbursing Prospective Developers for eligible costs through TIF, or other public financing programs permitted by law; and

WHEREAS, the Village has identified multiple public improvements needed within the Proposed Redevelopment Project Area ("Public Projects"), and the Village will not be able to and will not proceed with such Public Projects unless they are paid for in part or in full through TIF, or other public financing programs permitted by law; and

WHEREAS the Corporate Authorities have determined that these Private Projects and Public Projects (collectively, "Projects") would be of significant benefit to the Village residents and thus represent development that would be appropriate to support with certain public revenues, but only to the extent such aid may lawfully and practically be made available; and

WHEREAS the Corporate Authorities have determined that public subsidies, incentives, assistance, approvals, entitlements, and public improvement funding will likely be necessary for the Proposed Redevelopment Project Area in order to remove and alleviate adverse conditions, encourage private and public investment, and restore and enhance the tax base of the Village and the taxing districts by redevelopment; and

WHEREAS before the Village can properly investigate the nature and amount of public assistance that may be warranted, Prospective Developers and the Village are expected to incur project expenses associated with Projects, including, but not limited to, site engineering, legal, design, remediation, property acquisition and other expenses which could be eligible for

reimbursement to Prospective Developers through a TIF "Redevelopment Agreement" (the "Developers' Potential Eligible Redevelopment Costs") or to the Village as permitted by law (the "Village's Potential Eligible Redevelopment Costs"); and

WHEREAS the Village may make certain expenditures or undertake Projects and/or to retain experienced and recognized professional service providers to evaluate Projects; and

WHEREAS after adoption of this Resolution, the Village will be authorized to provide municipal and/or other governmental subsidies, including but not limited to TIF pursuant to Sections 5/11-74.4-4 (b) and (j) of the TIF Act, and to reimburse Developers and the Village for eligible costs to the extent that such subsidies may lawfully and practically be available and in the best interests of the Village; and

WHEREAS if any debt is issued in connection to the Project, the Village intends that this Resolution shall constitute "official action" with respect to the issuance of the debt to finance the costs of the Project, within the meaning of Treasury Regulation Section 1.150-2, and the laws of the State of Illinois; and

WHEREAS notwithstanding the foregoing, this Resolution neither obligates the Village to establish a new redevelopment project area nor enter into a Redevelopment Agreement with any Developer, but rather it is intended to induce Developers and the Village to pursue plans for Projects and provide for the potential reimbursement of the Developers' Potential Eligible Redevelopment Costs in the event a Redevelopment Agreement is entered into between the Village and such Developer and facilitate reimbursement of the Village's Potential Eligible Redevelopment Costs; and

WHEREAS the Village reserves the right to decline to establish a new redevelopment project area and or enter into a Redevelopment Agreement with any Developer; and

WHEREAS the Village shall have no obligations under this Resolution, nor shall the Village be required to reimburse any Developer for any of the Developers' Potential Eligible Redevelopment Costs in the absence of a Redevelopment Agreement; and

WHEREAS after adoption of this Resolution, the Village will be authorized to provide municipal and/or other governmental subsidies, including but not limited to TIF pursuant to Sections 5/11-74.4-4 (b) and (j) of the TIF Act, to reimburse Developers for eligible costs to extent that such subsidies may lawfully and practically be available and in the best interests of the Village; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities authorize Village staff to study and consider whether all or a portion of Projects are appropriate for participation in municipal and/or other governmental subsidy programs, including, but not limited to, TIF. As part of the study discussed above, the Village will consider and examine a variety of available municipal and/or other governmental economic incentive programs including approving a new redevelopment project area in accordance with the Act.

SECTION 3: If the Village determines that a Project is appropriate for such municipal and/or other governmental economic incentive programs or direct funding and such costs are qualified costs under the Act, the Village may authorize the reimbursement of eligible expenditures by Developers and the Village incurred after the date of this Resolution. Accordingly, the Village and other third parties designated by the Village, including, but not limited to, the Proposed Developer are hereby induced to make such reasonable expenditures in furtherance of eligible Projects.

SECTION 4: The Village Board hereby authorizes the Village Administrator to take all steps and incur all costs necessary to carry out and effectuate the intent of this Resolution, including the authority to retain experienced and recognized professional service providers to evaluate a new redevelopment project area and the Projects. If applicable, this further allows for the reimbursement of costs related to a tax-exempt transaction in accordance with applicable timelines and other applicable parameters.

SECTION 5: Nothing set forth above herein obligates the Village to undertake any acts or expend any funds. If, after negotiations, the Village and a Developer do not agree as to the form and terms of a Redevelopment Agreement or other public financing program, the Village will have no further obligation to the Developer with respect to any Project and specifically none of the Developer's Potential Eligible Development Costs are required to be reimbursed by the Village.

SECTION 6: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 7: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this 22nd day of July 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 22nd day of July 2025

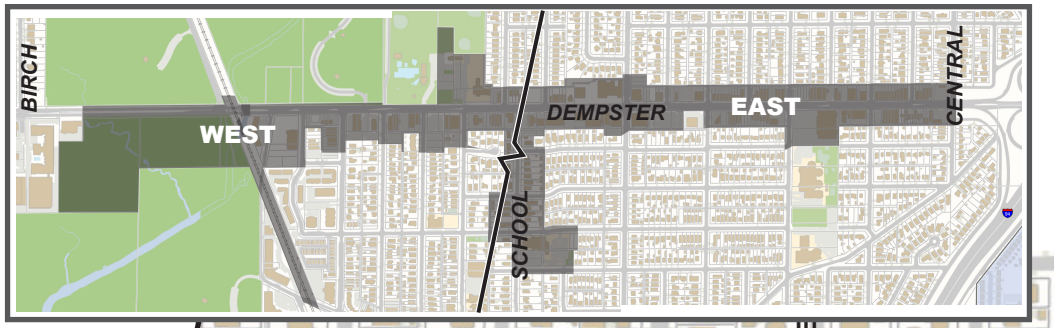
_____
Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
This 23rd day of July 2025

_____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT A - DEMPSTER TIF DISTRICT
EAST SECTION

MORTON GROVE
Incredibly Close ✻ Amazingly Open



MASON AVE.
MANSFIELD AVE.
MANGO AVE.
PARKSIDE AVE.
DEMPSTER ST.
CAROL AVE.
CENTRAL AVE.
SCHOOL ST.
AUSTIN AVE.
MARMORA AVE.
MENARD AVE.
MAJOR AVE.
CRAIN ST.
CAPULINA AVE.
PARK AVE.

LEGEND

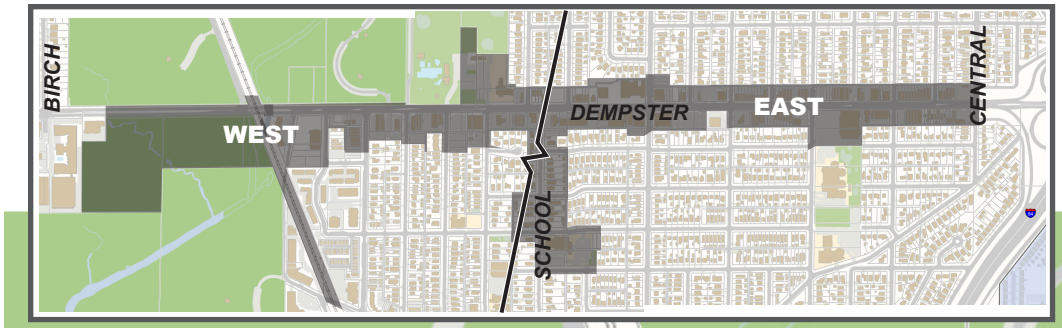
DEMPSTER TIF BOUNDARY

N

0 100 200 400

EXHIBIT A - DEMPSTER TIF DISTRICT
WEST SECTION

MORTON GROVE
Incredibly Close ✻ Amazingly Open



MORTON GROVE PARK DISTRICT

MOODY AVE.

MEADE AVE.

DEMPSTER ST.

LEHIGH AVE.

NARRAGANSETT AVE.

FERRIS AVE.

CALLIE AVE.

FERNALD AVE.

GEORGIANA AVE.

SCHOOL ST.

CAPULINA AVE.

FOREST PRESERVES OF COOK COUNTY

CANADIAN PACIFIC RAILWAY

LEGEND

DEMPSTER TIF BOUNDARY

N

0 100 200 400

RETURN TO TOP OF AGENDA

Legislative Summary

Resolution 25-55

AUTHORIZING AN AGREEMENT WITH RINGCENTRAL FOR TELECOMMUNICATIONS LICENSES, EQUIPMENT HARDWARE, IMPLEMENTATION, AND ANNUAL MAINTENANCE FOR ALL VILLAGE DEPARTMENTS

Introduction:	July 22, 2025
Purpose:	To authorize an agreement with RingCentral for telecommunications licenses, equipment hardware, implementation, and annual maintenance for all Village Departments.
Background:	The Village of Morton Grove utilizes telephones for internal communications between staff and external communications with constituents. The current phone system has limited support and lacks features of modern telecommunication systems. In February 2025, the Information Technology Division initiated a public Request for Proposal (RFP) process to upgrade or replace the existing phone system. The proposals were received and evaluated on a variety of factors including cost, applicability, functionality, market presence, vendor presentation, references, and staff feedback. It was found that the RingCentral of Belmont, CA, provided a suitable, cost-effective solution to support the telephone communication needs of the Village departments.
Departs Affected	All Village Departments
Fiscal Impact:	Pending the finalization of the agreement, the cost of licenses, equipment hardware, implementation, and annual maintenance is set to not to exceed $128,082.
Source of Funds:	Account number 02-20-15-55-2110
Workload Impact:	The Information Technology Division will oversee and coordinate the implementation and management of this agreement as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Boyle Wong, Information Systems Manager

RETURN TO TOP OF AGENDA

RESOLUTION 25-55

AUTHORIZING AN AGREEMENT WITH RINGCENTRAL FOR TELECOMMUNICATIONS LICENSES, EQUIPMENT HARDWARE, IMPLEMENTATION, AND ANNUAL MAINTENANCE FOR ALL VILLAGE DEPARTMENTS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule government under the provision of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS the departments of the Village utilize telephony for internal communications with staff and external communications with constituents; and

WHEREAS the Village maintains its telephone infrastructure for serviceability, feature sets, and hardware utility; and

WHEREAS the Village sought modern telecommunication functionality to improve operational efficiencies; and

WHEREAS the Information Technology Division sought sealed proposals through a published, public Request for Proposal (RFP) process; and

WHEREAS multiple proposals were received, reviewed, and ranked based on cost, applicability, functionality, market presence, vendor presentations, references, and staff feedback; and

WHEREAS following the review of the proposals, the Information Technology Division recommends an implementation agreement with RingCentral of Belmont, California for the licenses, equipment hardware, implementation, and annual maintenance for the telecommunications infrastructure for the Village; and

WHEREAS the implementation and master maintenance agreement for an initial cost is not to exceed $128,082; and

WHEREAS the funding for the above licenses, equipment hardware, implementation, and annual maintenance is included in the 2025 budget in Account Number 02-20-12-55-2110; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

RETURN TO TOP OF AGENDA

SECTION 2: The Village Administrator and/or his designees are hereby authorized to execute, and the Village Clerk to attest to a lease agreement with RingCentral of 20 Davis Drive, Belmont, CA 94002 for telephone licenses, equipment hardware, implementation, and annual maintenance in substantial conformity with “Exhibit A” and “Exhibit B”.

SECTION 3 The Village Administrator and/or his designees are authorized to take all steps necessary to finalize negotiations for said agreement and implement its terms and conditions.

SECTION 4: This resolution shall be in full force and effect upon its passage and approval.

Passed this 22nd day of July 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee White _____

Approved by me this 22nd day of July 2025

_____
Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
23rd day of July 2025

_____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

RETURN TO TOP OF AGENDA

EXHIBIT A

RingCentral

Response To Village of Morton Grove's RFP

PREPARED BY:

Steve Kuznetsky

Account Executive, Public Sector
steve.kuznetsky@ringcentral.com
(980) 443-5546

RETURN TO TOP OF AGENDA

Cover Letter

April 4, 2024

Village of Morton Grove
6101 Capulina Ave.
Morton Grove, IL 60053

Re: Request for Proposal, Unified Communications Solution

RingCentral is pleased to present our response to the Village of Morton Grove's (the Village's) Request for Proposal (RFP) to replace its current telephone system with a Unified Communications as a Service (UCaaS) solution.

This RFP response describes our industry leading UCaaS that provides Wofford with a multi-user, multi-extension, cloud-based business communications solution. This solution, which provides 99.999% uptime, is instantly activated, and delivers a rich set of functionalities across the Village. More than 400,000 customers and millions of users depend on our innovative products and solutions every day for unified voice, video meetings, team messaging, digital customer engagement, and integrated solutions.

We believe that our solutions go beyond the core functionality of existing on-premises communications solutions. RingCentral provides additional key benefits that address the specific requirements of the Village. RingCentral and its powerful IT and line-of-business analytics enable Public Sector entities to operate effectively, with the highest level of enterprise-grade security, reliability, and privacy.

RingCentral provides a solution that meets and exceeds the Village of Morton Grove's requirements as detailed in your RFP. We look forward to providing you with a proven UCaaS solution to enable you to meet your communications needs.

Sincerely,

Steve Kuznetsky
Account Executive, Public Sector
steve.kuznetsky@ringcentral.com
980-443-5546

RETURN TO TOP OF AGENDA

Contents

Cover Letter ..... **i**
Executive Summary **1**
RingEX 1
Why RingCentral? 2
RingCentral's Response to the Village of Morton Grove RFP **4**
3. Data Network **5**
3.1 Description of Current Technology 5
4. Telecom System Specifications **6**
4.1 General Requirements (4.1.1.- 4.1.12) 6
4.2 Voice Requirements 11
4.3 Maintenance and Warranty (4.3.1-4-3-3) 32
4.4 Acceptance (4.4.1) 33
4.5 Financial Information (4.5.1-4.5.6) (Steve) 33
4.6 Implementation (4.6.1-4.6.6) 35
RingEX Features 37
5 – References **40**
6. Pricing **42**
7. Delivery and Installation **43**
RingCentral Legal Disclaimer & Contractual Matters **44**
Contractual Matters 44
Legal Disclaimer 44

RETURN TO TOP OF AGENDA

Executive Summary

The Village of Morton Grove (the Village) seeks an experienced vendor to provide a comprehensive and cost-effective Unified Communications as a Service (UCaaS) solution for its staff and administrative operations. With this RFP, the Village can evaluate current telecommunication systems to select the vendor and solution that best meets their needs with system specifications, scope details, and a proven implementation plan.

RingCentral's Ability to Meet the RFP Requirements

RingCentral proposes RingEX, our UCaaS solution for the Village. This solution was created to meet the unique needs of Public Sector, Education, and business entities with a streamlined, modern solution that enables great customer experiences at an all-inclusive, predictable, and cost-effective price.

Since 1999, customers have depended on the stability and innovation of RingCentral. As a market leader, we consistently deliver intelligent, connected experiences for customers, employees, and citizens. Our growing customer base trusts us as we collaborate with them to continually innovate as our relationships grow and evolve. RingCentral and its powerful IT and line-of-business analytics enable the Public Sector, Education, U.S. government, and domestic and global industry customers to operate effectively, with the highest level of enterprise-grade security, reliability, and privacy. We are confident that our solutions will meet and exceed the Village's RFP requirements by providing a unified experience for communication and collaboration across multiple modes.

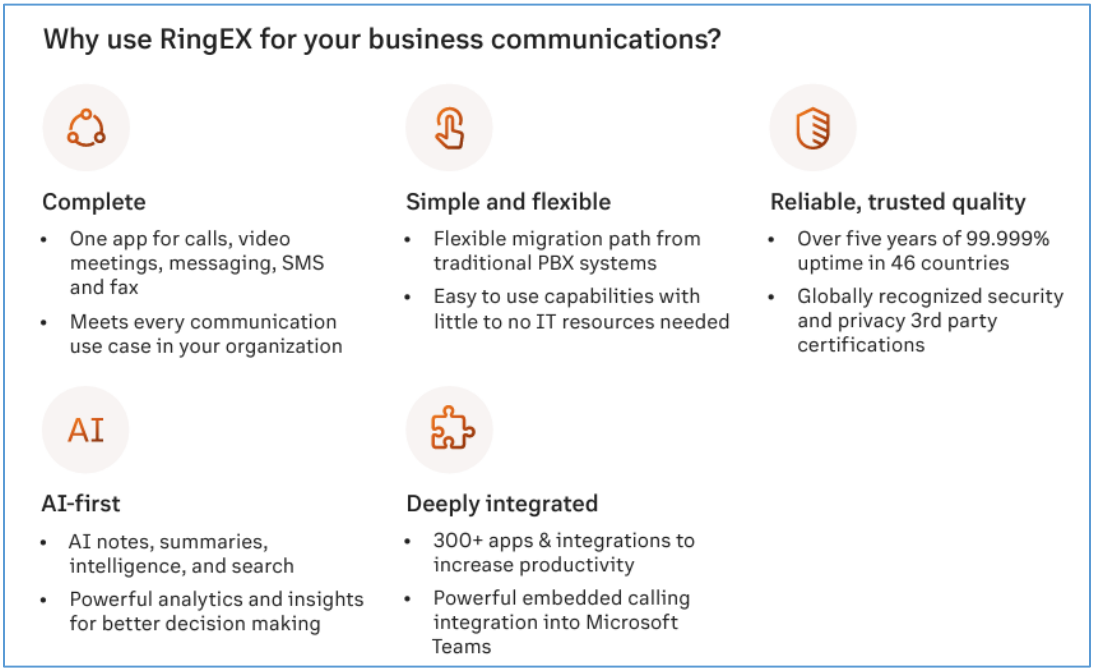
*RingEX provides financially backed service availability levels of **99.999%** that we commit to deliver on the RingCentral Network for Voice Services.*

RingEX

Our flagship solution, RingEX, is a proven cloud unified communications product infused with AI capabilities. Using innovative AI intelligence, RingEX unifies calls, texts, video meetings, and fax within a reliable communications solution. This complete cloud phone system is easy to use and includes HD voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax. We are confident that our cloud-based solution will meet and exceed the Village's VoIP requirements by offering:

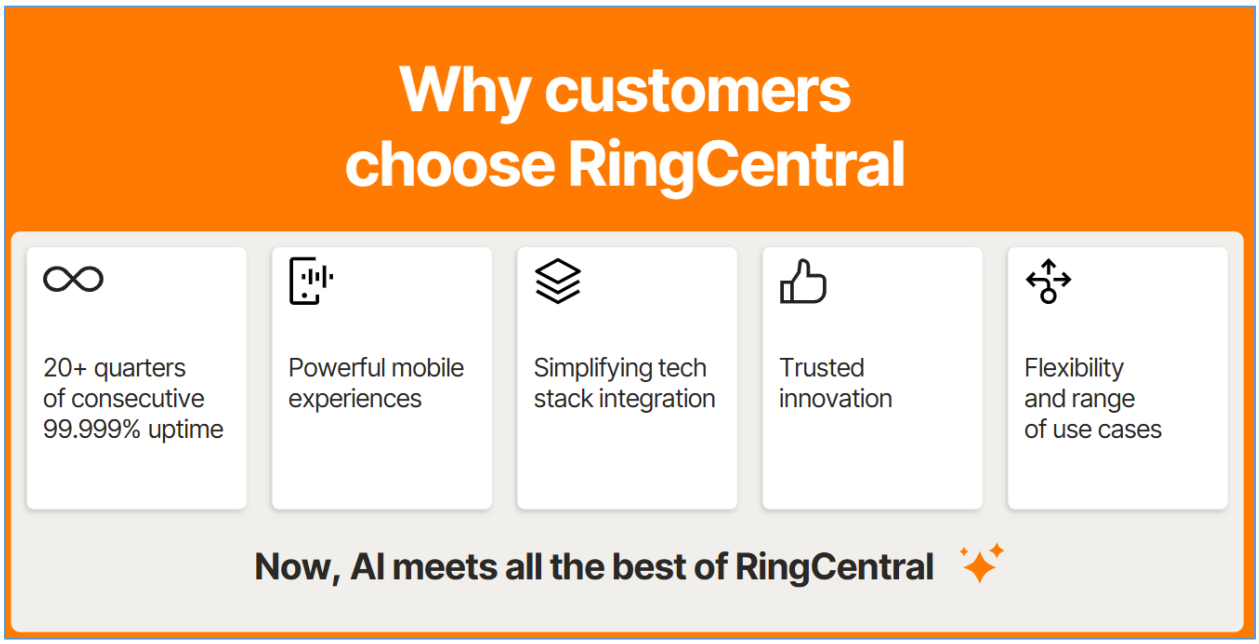
- **All-in-one app** – RingCentral's streamlined solution features one app for calls, video meetings, messaging, SMS, and fax to meet all Village needs
- **Innovative, time-saving AI** – The Village can simplify their work with a personal AI assistant that captures call notes, transcribes calls, translates messages, and refines writing.
- **Ability to connect over 400+ integrations** – The Village can integrate preferred tools easily and quickly with RingCentral's prebuilt integrations, including Salesforce, Google, Microsoft Teams, and Zendesk that automate workflows and boost productivity

- **Unmatched reliability and security** – Our 99.999% uptime, coupled with our top security certifications ensures a high quality, secure unified communications experience



Why RingCentral?

RingCentral is the industry's leading AI-powered cloud communications and contact center solutions provider. In addition to exceeding our customers' expectations every single day, we are continually recognized as a leader by Gartner and other industry analysts for our exceptional products.



RETURN TO TOP OF AGENDA

In the Public Sector space, we work closely with our customers to ensure that they can effectively engage with their employees and the community within a modern cloud platform. For the Village of Morton Grove, its communications services will be seamless. For today, and into the future, you can trust RingCentral to provide a UCaaS solution tailored to the Village's specific needs.

RETURN TO TOP OF AGENDA

RingCentral's Response to the Village of Morton Grove RFP

RingCentral appreciates the opportunity to respond to the Village of Morton Grove's RFP for a cloud-based unified communications solution. Our goal is to provide the right level of detail, in a clear and concise manner, so you can thoroughly understand how our RingEX solution meets and exceeds each Village requirement.

Vendor Information

Please see RingCentral's responses below regarding vendor information.

- Age of company

RingCentral was founded in 1999 by Vlad Shumis and Vlad Vendrow, becoming a publicly traded company in 2013 (under NYSE symbol RNG).

- Length of time in the telecom industry

RingCentral has been a leader in the marketplace for more than 26 years.

- Company ownership

RingCentral is a publicly traded company.

- Address of your local office responding

20 Davis Drive, Belmont, CA 94002

- Specific company representative assigned to be our contact, including name, address, phone, fax and email

Steve Kuznetsky
RingCentral Account Executive
Steve.kuznetsky@ringcentral.com
980-443-5546

3. Data Network

3.1 Description of Current Technology

To be fully compliant with the Village's RFP requirements, we have provided the table below:

The first column lists each Village requirement, along with corresponding numbering.

The second column provides RingCentral's statement of understanding and compliance with either:

- **"Read and understood"**
- **"Read and understood and included"**
- **Specific text appropriate response based on the requirement.**

The third column provides any additional information needed.

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
3.1.1 The Village implemented the existing Mitel telecommunications system many years ago as a premises based solution.	Read and understood	
3.1.2 The existing LAN and WAN operate well with the existing Premises Based VoIP system. As a result, we do not believe there will be any significant needed hardware changes to the Village's data network.	Read and understood	
3.1.3 Vendors should assume the Village's data network will provide the needed POE and QOS capabilities for VoIP Deployment	Read and understood	
3.1.4 Even though the existing data network is built to deploy VoIP, vendors should plan to actively participate providing the Village with specific system set up requirements regarding specifics of the proposed system.	Read and understood	

4. Telecom System Specifications

4.1 General Requirements (4.1.1.- 4.1.12)

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.1.1. The Village is open to Cloud based and Premises based Telecommunications systems.	Read and understood	
4.1.2. **If Premises based system - SIP services** will be implemented for inbound and outbound Public Switched Telephone Network (PSTN) Services providing shared access for all Village Users.	Read and understood	
4.1.3. If Premises based system - **Duplicate survivable core systems** (Voice processing and Voicemail in both locations) to connect the 2 locations.	Read and understood	
4.1.3.1. The intended operation is that the system provides redundant CPU, Power supplies and software operation services between the 2 major core sites and can provide the needed fail-over. All of the systems must function as if they were one.	Read and understood	
4.1.3.2. Please describe the fail over between the 2 core locations.	Read and understood	
4.1.3.3. The Two locations are planned to be the Village Hall and Fire Station 4.	Read and understood	
4.1.4. If Premises based system - **Local Survivable Gateways** – the system should be designed such that all locations are survivable locally in the event of a	Read and understood	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
wide area network failure with the understanding that carrier services may be impacted.		
4.1.5. If Premises based system - The Village is open to both virtualized and non-virtualized solutions. However, the Village has determined that the existing virtual environment is not ready to be used for the proposed system.	Not applicable as RingCentral is providing a cloud-based solution	
4.1.5.1. Is the proposed system capable of being installed using VMWare?	Seamless transfer of services via virtualization is accomplished using VMWare's VMotion.	
4.1.5.2. As part of the base proposal, please propose the system with all needed dedicated servers and hardware.	RingCentral proposes its UCaaS solution, RingEX, which is cloud-based.	
4.1.5.3. As an OPTION – you can also propose a separate virtualized environment dedicated to the proposed telecommunications system to replace the purpose built servers.	RingCentral proposes its UCaaS solution, RingEX, which is cloud-based.	
4.1.5.3.1. If you propose this option, your maintenance and support contract shall include the support and responsibility for the hardware and software.	Please see above.	
4.1.5.4. Please provide detailed information regarding the proposed system regarding current or future plans to operate in a virtual environment.	RingEX is cloud-based.	
4.1.6. If premise Based System - The Village plans to configure the carrier SIP service with Telephone Number fail-over services between the two SIP	N/A	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
Circuits. In the event of the loss of a SIP circuit, the selected carrier will automatically re-route the DID services from the failed circuit to the remaining circuit. Once the failed SIP circuit is back up, the carrier will automatically re-route the DID's back to the original Circuit.		
4.1.6.1. The Village plans to retain all of their existing DID telephone numbers.	Read and understood	
4.1.7. **If Cloud Based System** - The system design should include the ability to use two (2) Village provided Internet connections.	Read and understood	
4.1.7.1. Describe the ability of the proposed solution to monitor the performance of the VoIP application and to detect a drop in link quality and immediately move the voice call to a better performing link.	RingCentral provides Quality of Service (QoS) monitoring tools which track each leg of each individual call and provide call quality statistics helping IT staff diagnose and troubleshoot issues that may exist on the network which could be causing the issue. We provide our customers with overall system health analytics which can be viewed in the admin portal. We also provide a QoS monitoring tool which allows the dissection of individual calls as well as the overall QoS being experienced.	
4.1.8. The System may be designed using the Village's existing internet connection in an Over-The-Top deployment.	Read and understood	
4.1.8.1. Operationally, the Village intends to divide the	Read and understood	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
routing of the DID numbers between the two internet connections.		
4.1.8.2. The Village has 2 different carriers providing their Internet connections.	Read and understood	
4.1.8.3. The Village intends to have the telephone system and carrier services (DID numbers) to be survivable. In the event of the loss of one of the two internet connections, the Village's DID numbers (currently routed to one carrier) should be re-routed to the other internet connection.	Read and understood	
4.1.8.4. Once the down internet connection is restored, the original Call Routing plan is restored without intervention by the Village.	Read and understood	
4.1.8.5. Please describe the proposed system's capabilities to provide this level of redundancy.	The RingCentral service is architected to support failover conditions in case of emergency. Our service is built with geographically distributed redundancy. Primary and backup locations remain online simultaneously, with a primary pod in active mode, and the secondary pod in standby mode. Database replication between locations is in real-time, with failover being built into the service. If a primary location is unavailable, the backup location will continue service. In addition to infrastructure and application redundancy, we have geographically distributed operations such	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	that service operations can continue if one location is not available.	
4.1.9. **Unified Messaging**: The proposed system should provide the ability for the Village to integrate voicemail and services. It is the responsibility of the Respondent to define their offering, and to provide a solution that addresses the convergence of voicemail, email, fax, and other messaging systems.	Read and understood and included	
4.1.10**. Telephone System Paging Function**: The proposed system should also provide the ability for users with the appropriate rights to perform paging through the speakers on the telephones. The System shall include the feature and ability for a user to dial a code and page through all phone speakers or a zoned subset of speakers on the phones installed in the specific location.	Read and understood and included	
4.1.11. **External Paging System Access:** The proposed system shall provide integration/Access Port for external paging systems used by the Village.	Read and understood and included	
4.1.11.1. Public Works - The Village will be installing a new Paging System at the Public Works. The Village would like the selected telephone system to provide paging system access to the new system. The specific brand of system is not known at this time. The System must support the ability for defined	RingCentral's Paging feature will provide you with real-time one-way broadcasting through multiple desk phones and overhead paging devices. It is a commonly required function in many industries, such as warehouse, hospital, and retail. It enables real-time announcements to a	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
users at the Public Works to lift their telephone handset, dial a code, access the external paging system and page through all speakers. The Village anticipates one zone of paging.	combination of desk phones and overhead paging devices. It lets you connect to your SIP-based paging devices and start paging, without the need of complicated installation and configuration of analog-to-digital converters.	
4.1.11.2. The Village has included the new paging system details in this document. Please provide a proposal for the new system as shown later in this document.	RingCentral does not sell, implement or maintain paging systems. RingCentral can integrate with paging systems, either directly via SIP, leveraging Analog Terminal Adapters (ATA's) or leveraging SIP Paging Adapters from Cyberdata, Algo or Valcom.	
4.1.12. **System Administration:** A single point of management through a vendor provided Portal to provide access to operational programming, voicemail, auto attendant, and unified messaging system, E911 notification services is preferred. The management interface shall provide the capability and flexibility for rapid, efficient, and cost-effective configuration changes to user profiles.	Read and understood and included	

4.2 Voice Requirements

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.1. System Locations – Overview - The Village is replacing its existing telephone systems at the	Read and understood	

<table>
<tr><th>Village of Morton Grove Requirement</th><th>RingCentral Solution Compliance</th><th>Comments</th></tr>
<tr><td>Village locations detailed in the Table below.
<table><tr><th>Location</th><th>Street Address</th></tr><tr><td>Village Hall</td><td>6101 Capulina Ave</td></tr><tr><td>Public Works</td><td>7840 Nagle</td></tr><tr><td>Civic Center</td><td>6140 Dempster Ave</td></tr><tr><td>Fire Station 4</td><td>6250 Lincoln Ave</td></tr><tr><td>Fire Station 5</td><td>8954 Shermer</td></tr><tr><td>North Pumping Station</td><td>8820 National Ave</td></tr><tr><td>South Pumping Station</td><td>6702 Oakton Street</td></tr></table></td><td></td><td></td></tr>
<tr><td>4.2.2. System Configuration –</td><td></td><td></td></tr>
<tr><td>4.2.2.1. Telephone sets must be Gigabit devices that will provide a switched Ethernet port to an attached computer at Gigabit Ethernet speeds.</td><td>Read and understood and included</td><td></td></tr>
<tr><td>4.2.2.2. System Configuration Table</td><td>Seen and understood.</td><td></td></tr>
<tr><td>4.2.3. Telephone Device Requirements</td><td></td><td></td></tr>
<tr><td>4.2.3.1. Type 1 – Single-line analog station ports for existing analog applications including existing fax machines, analog conference phones and door phone. 5 Elevators are connected to the existing telephone system using ATA devices. Elevators are in different buildings.</td><td>Read and understood</td><td>RingCentral recommends that elevators (alarms, etc.) stay on POTS or leverage RingCentral’s POTS replacement solution: https://www.ringcentral.com/ringex/pots-line-replacement.html</td></tr>
<tr><td>4.2.3.2. Paging Access – Analog to existing peripheral Paging System.</td><td>Read and understood</td><td></td></tr>
</table>

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.3.3. Type 2 - Basic Telephone Set - A minimum 6-line telephone with a Color multi-line display with fixed or flexible feature keys for conference, transfer, forward and hold capabilities, headset jack and a speakerphone.	Read and understood and included	
4.2.3.4. Type 3 – Management Telephone Set - A minimum 12-line telephone with a Color multi-line display with fixed or flexible feature keys for conference, transfer, forward and hold capabilities, headset jack and a speakerphone.	Read and understood and included	
4.2.3.5. Type 4 – 24 button Sidecar accessory. (Please propose a 48 button side as an option)	RingCentral recommends the Poly Edge E450 with an Expansion Module, that will support a total of 86-line keys.	
4.2.3.6. Type – 5 – **OPTIONAL** - Conference Room Phone – IP Based conference room telephone set. The Village would prefer a wireless option.	Read and understood	
4.2.3.7. Wireless Headset Tools – Provide a Proposal for Bluetooth/DECT headsets that are compatible with the proposed telephone sets.	All proposed phones have a dedicated headset port and a dedicated button on the phone for going into and out of headset mode. The port on the phone is amplified and does not	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	require an external amp. Models also support wireless (DECT) headsets that utilize the remote answer/disconnect capabilities.	
4.2.4. **Required Telephony Features**		
4.2.4.1. Abbreviated Dial with Off-Hook Indications – Busy indication of another station with autodial to that station through the depression of an associated key.	Read and understood and included	
4.2.4.2. Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, departments may decided to send out their own main list number, while the Village office users may choose to send out their own DID number on outgoing calls.	Read and understood and included	
4.2.4.3. Incoming Caller ID – Assuming that the carrier will support name and number for inbound caller ID, the system shall provide this information on user displays.	Read and understood and included	
4.2.4.4. Inbound Caller ID should follow the call and be displayed on transferred-to telephones even if the call is transferred multiple times.	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.4.5. Call Routing – Ability to route calls differently depending on Time of Day, Day of Week, Holiday, or other scheduling	Read and understood and included	
4.2.4.5.1. Can routing to voicemail greetings be different for internal and external calls?	Every user will have access to their individual presence on the system to manage their own voicemail. Each user will also have the capability to manage their call handling for forwarding, find-me-follow-me, after-hours settings, voicemail greetings, and call screening. User access to features can be expanded or restricted as needed using "roles and permissions"	
4.2.4.6. Standard Conferencing should be available to all users to add or drop participants. –	Read and understood and included	
4.2.4.6.1. Provide the total number of participants on a standard conference call.	Users can host conference calls with up to 200 participants per call with unlimited	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	conference minutes.	
4.2.4.7. User Directory – Ability to access and dial from a Village wide name/extension database from IP station sets	Read and understood and included	
4.2.4.8. Call History – ability for users to view on telephone set display	Read and understood and included	
4.2.4.9. Music on Hold – Ability to apply Music-on-hold on station or location selective basis.	Read and understood and included	
4.2.4.10. Variable Ringtones on Telephone Sets	Read and understood	
4.2.4.11. Station Paging – Ability to provide paging functionality through the speakers on the proposed phones.	Read and understood and included	
4.2.4.11.1. Individual Telephones	Read and understood and included	
4.2.4.11.2. Paging Groups	Read and understood and included	
4.2.4.11.3. Page all phones in a building	Read and understood	Each paging group can have up to 25 phones. If additional devices are needed, we can discuss other options such as Multicast Paging and confirm your network can handle that traffic. If the paging endpoint is external speakers, the limit would be the capacity of your external paging system. Please refer to this page for additional information: https://www.ringcentral.com/office/features/voip-paging/overview.html

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.4.11.4. Page all phones Village wide	Read and understood	Each paging group can have up to 25 phones. If additional devices are needed, we can discuss other options such as Multicast Paging and confirm your network can handle that traffic. If the paging endpoint is external speakers, the limit would be the capacity of your external paging system. Please refer to this page for additional information: https://www.ringcentral.com/office/features/voip-paging/overview.html
4.2.4.12. Voice Announce Intercom – Ability to dial a one- or two-digit number and automatically connect to another phone in a hands-free mode.	Read and understood and included	
4.2.4.13. Hands Free Answer Back – Optional Feature – Ability for a called party to respond to the page or intercom call by just talking back to the phone, without lifting the receiver or pushing a button on the phone.	Read and understood and included	
4.2.4.14. Variable Call Recording – the ability to record calls to a station “On Demand” with easy access to retrieving these recordings.	Read and understood and included	
4.2.4.15. Existing Call Recording System Integration – The Village currently records 4 non-emergency telephone lines using a Management Studios Recording System. This system is provided and maintained by the Village’s existing telephone system provider.	Read and understood	
4.2.4.15.1. Please describe how this system will integrate with the proposed system.	Existing Call Recording solutions will need to	RingCentral licensed users includes the ability to record calls. This can be Automatically on inbound/outbound/both or Ad-Hoc. These are granular controls

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	leverage port mirroring for each phone needing call recording. RingCentral can disable TLS/SRTP to allow the call recording system to capture the packets for recording.	that are setup by admin on a per user basis. • Recordings include Use default or custom announcements for inbound and outbound calls. • To ensure recordings are lawful and that callers have given their consent, an announcement will be played before automatic recording begins. • Emails are automatically sent to all parties enabled for automatic recordings. https://www.ringcentral.com/office/features/call-recording/overview.html
4.2.4.16. Softphone client support compatible with Microsoft Windows Desktop applications and mobility clients compatible with Android and iPhone devices.	Read and understood and included	
4.2.4.16.1. This client will allow outbound caller to display their Village DID number when the call is placed from the mobile device using the mobile app.	Read and understood and included	
4.2.4.16.2. Call control and transfer capabilities should be similar to a softphone user.	Read and understood and included	
4.2.4.17. Station Mobility – Allow system users to log in and log out of an alternate IP telephone on the system to temporarily configure that phone as their own user device with a predefined username and PIN.	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.4.18. Twinning / Single Number Reach– The ability to simultaneously ring a user's cell phone and desk phone.	Read and understood and included	
4.2.4.18.1. Does the system allow Village users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone) and move the call to/from the desk phone?	Yes	
4.2.4.18.2. Will the inbound caller ID information be passed to the cell phone?	Yes	
4.2.5. **Optional Costs - ACD Features –**	Please see below	
4.2.5.1. The Village would like to build a combination of potentially one-person ACD queues or be able to deploy a group of telephones in the Village Hall and/or various users throughout the system.	RingEX provides ACD capabilities including queues, hunt groups, agents, monitoring and reporting.	
4.2.5.2. Users – for a budgetary estimate, please provide a Proposal for up to 6 ACD seats.	Read and understood.	No additional cost for Call Queues, included with the account. RingCentral also has RingCX an AI powered omnichannel contact center solution.
4.2.5.3. Please define what the proposed system will do when the agent in a single person ACD group is logged out.	Call Queues can be configured with a wait timer, once exhausted, the caller can be sent to voicemail, another extension or an	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	external number.	
4.2.5.3.1. Will the system use an Automated Attendant to answer, will it forward or overflow? Please provide a review of the options for the Village.	Callers can be directed to the Call Queues via AA Menus or direct numbers can be assigned to the Call Queue. Call Queues support the ability to forward callers to external numbers, other extensions or overflow for up to 3 other Call Queues.	
4.2.5.4. The Village would like the proposed system to allow for the ACD to operate seamlessly throughout the Village operation.	Read and understood and included	
4.2.6. ACD Reporting - Include complete feature documentation including the following:	Please refer to our RingEx features list included in this response.	
4.2.6.1. ACD Queue Projected Hold Time Announcements	Read and understood and included	
4.2.6.2. ACD Queue Caller in Queue Count	Please see below	
4.2.6.3. OPTIONAL - ACD Queue should offer the callers in queue an option to leave a message to be called back. The resulting	Callback in queue is an upcoming feature with Call	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
message should be placed in the queue allowing the caller retain their original place in line. The system should then present the message to the agent for the return call.	Queues, will be available in Q2.	
4.2.6.3.1. Please provide information regarding how the return call is presented to the agent and whether the system will automatically place the call.	Once Callback in queue is available, the system will automatically place the call.	
4.2.6.4. Average Speed of Answer	Read and understood and included	
4.2.6.5. Real time agent status	Read and understood and included	
4.2.6.6. “Wrap up” /”Reason” codes	Wrap up / Reason codes are not offered with Call Queues.	RingCX provides this functionality, RingCentral is happy to discuss this solution further.
4.2.6.7. Abandoned call report	Read and understood and included	
4.2.6.8. Hold time for abandon calls (including short call abandon report)	Read and understood and included	
4.2.6.9. Easy access to historical information	Read and understood and included	
4.2.7. ACD Alerts	Please see below	
4.2.7.1. Agent Alerts – The Village is interested in allowing the agents to choose between either	Read and understood, not	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
audible or visual alerts. Alerts should provide the agent with notification of various conditions that exceed certain Village definable thresholds. Specifically, the system should provide status of call, current and cumulative group objectives, any queued calls, length in queue, etc.	included with base license.	
4.2.7.2. Supervisors Alerts – The Village is interested in allowing the supervisors to choose between either audible or visual alerts. Alerts should provide the supervisor with notification of various conditions that exceed certain Village definable thresholds.	Read and understood, not included with base license.	
4.2.7.3. ACD agents also answer calls directed to personal DID while logged in as an agent. A call directed to an agent's personal DID should follow pre-assigned call routing if the agent chooses not to answer. Incoming caller ID information for the next incoming call should be provided to the agent's display while on a call.	Read and understood and included	
4.2.8. **External Paging System Information**	Please see below	
4.2.8.1. The Village would like to add an external overhead paging system to the Public Works location.	Read and understood and included	
4.2.8.2. The Village would like to obtain budgetary Proposals from you for the new system if you are able to sell, install and maintain the proposed paging system.	RingCentral customers can create page groups, where desktop phones can receive the	RingCentral does not sell, install or maintain paging systems.

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	page via the speaker.	
4.2.8.3. Not Proposing on this system will not disqualify you from participating.	Read and understood	
4.2.8.4. Following are the system operational needs:	Please see below:	
4.2.8.4.1. Three Zones of Paging	Read and understood	
4.2.8.4.2. External Access Port to connect to the Public Works Telephone system to allow employees at the Public Works to lift a phone receiver, dial a code or depress a speed dial button to access the paging system and speak into their telephone handset and have their voice come through the external paging speakers.	Read and understood and included	
4.2.8.4.3. The Village would like you to include 20 indoor overhead paging speakers. Please include any needed ceiling mounting hardware for the proposed speakers. Locations of the speakers to be determined during a walk through.	RingCentral does not sell, implement or maintain overhead paging speakers.	
4.2.8.4.4. The Village would like 5 outdoor rated speakers to be installed in various locations throughout the Public Works location. The specific speaker type, mounting hardware and location to be determined during a walk through.	RingCentral does not sell, implement or maintain overhead paging speakers.	
4.2.8.4.5. Please include an estimate of all needed labor to install the proposed hardware and the	Read and understood.	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
needed cable for the proposed system.		
4.2.9. **Automated Attendant Requirements**	Please see below:	
4.2.10.1. Voicemail Message Integration	Read and understood and included	
4.2.10.1.1. The Village utilizes outlook and exchange mail messaging system. Pricing for unified messaging for all voice mail users must be included.	Read and understood and included	
4.2.10.1.2. Direct dialing from the Contact list.	Read and understood and included	
4.2.10.1.3. Caller ID included in mail subject line.	Read and understood and included	
4.2.10.1.4. Ability to listen to voice messages through Email.	Read and understood and included	
4.2.10.1.5. Will voicemail messages will be stored on a voicemail appliance or the exchange Environment?	Voicemail messages are stored in the RingCentral platform. If email notification is enabled, they are stored in Exchange.	
4.2.10.2. Required Voicemail Features	Please see below:	
4.2.10.2.1. Message waiting notification on telephone set and in email (Unified messaging)	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.10.2.2. User Changeable Passwords	Read and understood and included	
4.2.10.2.3. Variable Settings for Maximum Message Length	Not supported, hardcoded at 3 minutes max for incoming messages.	
4.2.10.2.4. Personalized Greetings – ability for user to switch between standard and secondary greeting	Read and understood and included	
4.2.10.2.5. Personalized Menu within user mailbox- Ability to route callers differently depending on a menu selection within the user mailbox. This will be definable by user.	RingCentral does not support personalized menus within user mailboxes.	
4.2.10.2.6. Ability for caller to “zero-out” of voicemail to a Village predefined destination if they choose to not leave a message.	Read and understood and included	
4.2.10.2.7. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?	Read and understood and included	
4.2.10.2.8. Time-of-Day Stamp	Read and understood and included	
4.2.10.2.9. Announcement Boxes	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.2.10.2.10. Speech Recognition – The ability to provide command access through user speech	Read and understood, not included with base license.	
4.2.10.2.11. Remote Access - The system must allow users to easily access their mailbox from outside of the system.	Read and understood and included	
4.2.10.2.12. Mailbox Activity Reports – including when boxes are accessed, and which mailboxes are still using default passwords or have completed user set up.	Read and understood, not included with base license.	There is no concept of default passwords, during user activation the user must define their password, with criteria that includes: digits only, 6-8 characters, no sequential passwords with repeating characters.
4.2.11. **REQUIRED 911 Operations** – this will provide building, room, cube, and device specific address information to the PSAP. All costs must be included - software, equipment and/or telephone utility – required to accomplish this notification.	Read and understood and included	
4.2.11.1. The proposed solution must comply with federal laws specific to Kari's Law and RAY BAUM'S Act.	Our solution complies with Kari's Law and the Ray Baum's Act	
4.2.11.2. Will provide on-network notification (to any endpoint on the Village data network)	Read and understood and included	
4.2.11.3. Will provide notification to Village-owned smartphone mobile devices	Read and understood and included	
4.2.11.4. Provide specific documentation indicating your proposed system complies with all	Our business is regulated by the FCC. As a communication services	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
911 regulations of the FCC, the State of California.	provider, we are subject to existing or potential FCC regulations relating to privacy, disability access, porting of numbers, Federal Universal Service Fund ("USF") contributions, Enhanced 911 ("E-911"), outage reporting, and other requirements. RingCentral supports Enhanced 911 (E911) capabilities for all physical phones and softphones with specific addresses customizable for each physical location. This information contains a primary address, as well as suite or floor number as applicable.	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	RingCentral provides access to emergency calling services, allowing most RingCentral users to access either basic 911 or E911 service. RingEX users with a Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone.	
4.2.11.5. Solution must be able to distinguish calls placed from Village facilities versus home offices, hotels, etc.	Read and understood and included	
4.2.12. **Call Accounting System and Call Detail Reporting – Optional Feature** – This item is listed on the pricing Proposal sheet.	Read and understood and included	
4.2.12.1. The System should provide reporting on incoming, outgoing and station to station calls, including call duration, frequently called numbers, etc.	Read and understood and included	
4.2.13. **System Management** - The following System Administration features and capabilities, or functional equivalents, are preferred as part of the proposed	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
system. These features must be available at all locations.		
4.2.13.1. Remote Performance/Diagnostics/Remote Maintenance	Read and understood and included	
4.2.13.2. Single Sign-on integrated with the Village's Active directory/LDAP.	Read and understood and included	
4.2.13.3. Recent and Past Change History - The proposed system must provide an audit trail of log-ins and when and what system changes were made.	Read and understood and included	
4.2.14. **Training Requirements**	Please see below	
4.2.14.1. **User Training** – The Village requires Classroom training, on working telephones, led by vendor provided instructors, for all users, on-site at the Village is required. The Village has departments that have 24 coverage. Vendors should be prepared to adapt the schedule to address 3 shifts of staff.	Read and understood	
4.2.14.2. Digital training resources in the form of video training and quick reference cards (customized for the Village) should be provided.	Read and understood and included	
4.2.14.3. **Administrator Training** - System programming, reporting, management, and configuration training, led by vendor provided instructors, for four (4) Village staff members.	Read and understood and included	
4.2.14.3.1. Please describe additional system administration and	RingCentral strives to	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
technical training that is available, including projected costs for the training classes, where they are held, who provides them.	achieve a high adoption rate and usability rate for the customer end users. Our training begins during the Planning and Design stage to assign users to "profiles" for similar functionality and usage. This leads to targeted training for end users on the functions and responsibilities most closely tied to their role in the organization. Our primary training approach is train-the-trainer. Conducted in the first four weeks of setup, RingCentral builds out the system with the trainers in close contact. RingCentral's goal is to	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
	provide clear familiarity with the solution before the go-live date. Training is usually conducted in 3-4 sessions via web-conference. To train all users on the functionality and features that apply to the individual, RingCentral recommends designating a specific web training to review the set-up of their unique extension, softphone, and mobile application. As a result, users are well-informed and capable of customizing their presence on the system prior to the go-live date	

4.3 Maintenance and Warranty (4.3.1-4-3-3)

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.3.1. **Hourly Service Rates -** Indicate the hourly rate the Village can expect for service not covered by warranty or service contract for each of the proposed systems.	RingCentral is a cloud based system. No on-site service is expected.	
4.3.2. **Modification Lead-Time** - Specify the amount of lead-time required for moves, changes, additions, and deletions.	Moves, adds, changes, deletions (MACDs) can be made instantly through the administrator interface. RingCentral's Admin portal allows the administrators to perform MACD with ease. There are no charges associated with the administrative portal or with making a change. The only costs are the subsequent charges for added services.	
4.3.3. **Repair Response Times** - Describe the expected and guaranteed response time for "regular" and "emergency" services. Indicate what you define to be "regular" and "emergency" service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable. Please describe the Village's recourse if the response time exceeds the 4 hour requirement.	No on-site, extended maintenance service is required as the system is maintained by RingCentral, updating it automatically to ensure functionality is uninterrupted and of high quality. Maintenance and support of the system and hardware (phones provided by RingCentral) are included at no charge with 24/7 coverage. Software upgrades to the RingCentral system are also included at no charge.	

4.4 Acceptance (4.4.1)

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.4.1. If a Premises based system is proposed, The Village requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.	This is not applicable as RingCentral is proposing a cloud-based solution.	

4.5 Financial Information (4.5.1-4.5.6) (Steve)

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.5.1. Detailed pricing information is needed on the system. Provide the following financial data:	Read and understood.	
4.5.2. The response **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing Proposal must include all activities necessary for a	Read and understood.	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
complete, turn-key system, including, but not limited to:		
4.5.2.1. On-site station reviews and determination of user requirements.	Read and understood	
4.5.2.2. Placement installation and testing of all telephones	Read and understood	
4.5.2.3. Complete installation and programming of all system components and software.	Read and understood and included	
4.5.2.4. Complete testing of all system components and software prior to system cutover, including QOS testing.	Read and understood and included	
4.5.2.5. Coordination of calling plan to allow for four-digit dialing between stations.	Read and understood and included	
4.5.3. Cost detail for any non-standard features and optional items as detailed in the system specifications.	Read and understood.	
4.5.4. Any additional charges which apply for shipping and handling. Please specify dollar amounts.	Read and understood.	
4.5.5. A recommended payment schedule must be included. The Village plans to retain 25% final payment, due on acceptance of the system. Please see Acceptance Statement.	Read and understood.	
4.5.6. Add/delete cost schedule or global statement for all system components, software, and station equipment - details on	Read and understood.	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
addition or deletion of all system components must be included. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.		

4.6 Implementation (4.6.1-4.6.6)

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.6.1. The selected vendor is expected to conduct regular project status meetings, including calls or meetings with Village stakeholders.	Read and understood and included	
4.6.2. The selected vendor must conduct a thorough and complete on-site departmental station review and system design process. This station review process, performed by the selected vendor, will identify the following:	Read and understood	
4.6.2.1. The type and quantity of all telephone stations, by Village location, to be installed for Village users during the implementation process.	Read and understood	
4.6.2.2. The telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
4.6.2.3. Detailed Schedule for the selected vendor to install, place and test each telephone.	Read and understood and included	
4.6.2.4. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra-organization calling.	Read and understood and included	
4.6.2.5. The Selected vendor is required to provide complete system documentation regarding the installed equipment.	Read and understood and included	
4.6.3. Vendor is responsible for programming, placement and testing of all telephones, station to station dialing, external dialing, automated attendants, unified communications and messaging configurations, trunking and telephone station programming	Read and understood and included	
4.6.4. Vendor is responsible for placement and testing of all telephone sets.	Read and understood	
4.6.5. **Test Plan** - The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include	Read and understood and included	
4.6.5.1. Integration between Voicemail and Outlook/Exchange mail– Unified Communications	Read and understood	
4.6.5.2. Conducting a final walk-through inspection of the installation with the Village's project manager and the preparation of a punch list of	Read and understood and included	

Village of Morton Grove Requirement	RingCentral Solution Compliance	Comments
items that need attention prior to final acceptance.		
4.6.5.3. Completion of the punch list items and the request for a final acceptance walk through with the Village's project manager.	Read and understood and included	
4.6.5.4. Final acceptance of the installation.	Read and understood and included	
4.6.6. **Estimated Implementation Timeline** - The Village plans to implement the system in 2025 to coordinate with the contract term of their existing services.	Read and understood	

RingEX Features

Please refer to our breakdown below for a full list of RingEX features:

Overall	**Conferencing**	**Collaboration, continued**	**RingCentral Mobile App, continued**
Call monitoring (monitor, whisper, barge-in, takeover) Single Sign-on (SSO) support Active Directory integration Customizable roles and permissions Hot desking on a shared phone Cloud-based PBX Auto-Receptionist Multi-level IVR (Multi-level auto-attendant) Role-based access controls Dial-by-name directory Employee and department extensions Visual IVR editor Music and messages on hold Visual voicemail	Unlimited, easy access across devices Own unique bridge number and access codes Host controls plus invite with international dial-in Local dial-in numbers in over 40 countries **Video conference and online meetings** Host HD video conferences (up to 100 people per meeting) Mobile enablement (PC, Mac®, iOS®, Android™) Host large meetings (additional license fee applied) Single Sign-on (SSO) support Web sharing with advanced annotation features Send invitations via text or email	Videoconferencing Task management Image annotation In-app document previews Unified message history Content retrieval and search Team calendars and events Third-party integrations Open platform/APIs Full telephony calling capability Voicemail, SMS, fax Mobile, web, desktop apps Single Sign-on (SSO) support Data retention and backup HIPAA setting Auto-provisioning Integrated with company directory Shortcuts for frequently used features **Internet fax** Send and receive without a fax machine Receive faxes as email	RingEX login and dial plans Roles and permissions support Interactive notifications with quick response options Quick swipe for actions Supports Spotlight search (iOS only) Supports 3D touch (iOS only) Display caller ID on "To" field VoIP country blocking (US only) **RingCentral Desktop App** Supports Windows and Mac Answer calls directly from the desktop app Make outbound calls from the desktop app (with direct dial) Single Sign-on (SSO) support Inbound caller ID name (CNAME)

Voicemail with email notification RingCentral Global RingEX™ (international branch office support) Corporate directory Multi-site support **Business SMS and MMS** Unlimited texts up to 1,000 characters Direct access from mobile apps and desktop apps Group texting Detect numbers and URLs Multimedia messaging In-feed previews **Call management** Automatic call recording Inbound caller ID name (CNAME) Answering rules Call queues Call forwarding Caller ID Extension dialing Call screening and blocking On-demand call recording Shared lines Call logs Call flip Call transfer Call park Park locations Intercom Paging Inbound caller ID number Outbound caller ID (phone, text, fax) Return calls with *69 Presence across multiple devices Historical call reports User templates	One-click/tap to connect Meeting recording Chat capability Active speaker spotlight for all participants Intuitive host controls (mute/unmute, record, annotation, etc.) Remote control access for attendees Screen sharing on iPhone/iPad app from desktop (via AirPlay®) Whiteboard sharing (Windows®, Mac, and iPad) File sharing from cloud storage (Box, Dropbox™, and Google Drive™) Intelligent echo cancellation Accessibility support for attendees with disabilities Global office support Microsoft Outlook® Plugin Integration with Outlook, Google Calendar™, and iCal® Support for RingCentral Rooms™ (additional license fee applied) RingCentral Room Connector™ (additional license fee applied) Live webinars (additional license fee applied) Integration with marketing automation tools (Webinar™ feature) **Collaboration** Team messaging with internal and external contacts File sharing Screen sharing	Sign and edit faxes electronically Send faxes using a fax machine with an analog adapter Send and receive faxes from RingCentral mobile and desktop apps Send and receive faxes from Microsoft Office Online fax archiving Third-party integrations **Phone services** Unlimited US and Canada calling 1000 toll-free minutes International calling Smart numbers for voice and fax Directory listings Phone numbers: toll free, local, vanity, international International calling minutes bundles HD voice RingMe® click-to-call-me RingOut® click-to-call-out Log in with corporate email credentials **RingCentral mobile app** Supports iPhone, iPad, and Android smartphones and tablets Supports Apple Watch® (iOS) HD voice enabled Unified number for phone, fax, and text Pre-call and active call management Auto call handoff (Wi-Fi 3G/4G) Conferencing Quality of service (QoS) dashboard of call quality metrics Single Sign-on (SSO) support Inbound caller ID name (CNAME) Contacts and favorites synced to RingCentral cloud Host RingCentral Video from mobile devices Join RingCentral Video as a participant Join now Business SMS and MMS Call switch View colleagues' phone presence across devices Call screening Reports dashboard (admin only) Supports RingCentral Global	Supports Plantronics headsets with call control Active call management Single view of current calls, incoming calls, calls on hold Access voicemail and view faxes directly from app View incoming caller's number and extension Call screening Integrated with company directory Contacts and favorites synced to RingCentral cloud Head-up display (HUD) Call monitoring capability from HUD View colleagues' phone presence status Conferencing Access to RingCentral Video Join now Business SMS and MMS Call switch Send and receive texts with emoji support HD voice enabled Set outbound caller IDs for calls and texts Integrated with Microsoft Outlook/Office (Windows only) Integrated with Mac Address Book/Mac Photo support (Mac only) Option to print incoming faxes automatically (Windows only) Click-to-call Click-to-fax Supports RingCentral Global RingEX login and dial plans VoIP country blocking (US only) **Integrations** RingCentral for Salesforce RingCentral for Zendesk® RingCentral for Desk Active Directory support RingCentral internet fax Microsoft Office and Outlook

			RingCentral for Google (Chrome™/Drive/Gmail™/Docs™) RingCentral for Office 365™ (Mail) RingCentral for Skype™ for Business RingCentral for Teams™ GA Q2, 2019 RingCentral for Oracle® Sales Cloud RingCentral for ServiceNow® RingCentral for Dropbox (message backup) Integration with Box, Dropbox, and Google (via FaxOut) Log in with Gmail

5 – References

5.1. Provide at least three Municipality references of similar installed systems in the area, using the tables provided below – expanding them as necessary to include all relevant information.

Please see the references below.

5.2. While you are free to provide any references, ideally, the Village would like to talk with other local Cities.

Please see the references below.

5.3. Be advised, references are a major element of the customer's selection criteria.

Read and understood.

Reference #1	
Customer Name	City of Berwyn
Contact Name	James Frank
Contact Address	Can be provided upon down selection
Contact Telephone Number	Can be provided upon down selection
Contact E-mail	Can be provided upon down selection
Installation Date of Comparative System	1/2024
Description of Comparative System – please be specific and detailed on number of locations and phones	Cloud System, 300 users, 10 sites

Reference #2	
Customer Name	Village of Schaumburg
Contact Name	Brian Townsend
Contact Address	Can be provided upon down selection
Contact Telephone Number	Can be provided upon down selection
Contact E-mail	Can be provided upon down selection

Reference #2	
Installation Date of Comparative System	2/2025
Description of Comparative System – please be specific and detailed on number of locations and phones	Cloud Voice, Contact Center, 600 Users, 10 sites

Reference #3	
Customer Name	Glen Ellyn School District 41
Contact Name	Andrew Peterman
Contact Address	Can be provided upon down selection
Contact Telephone Number	Can be provided upon down selection
Contact E-mail	Can be provided upon down selection
Installation Date of Comparative System	6/2023
Description of Comparative System – please be specific and detailed on # of locations and phones	Cloud Voice, 400 users, multiple schools

6. Pricing

6.1. Pricing – Provide system costs on the accompanying spreadsheet: Village of Morton Grove-VoIP Telecom System – Pricing Sheet - FINAL.xlsx.

Please refer to the attached pricing sheet.

6.1.1. The spreadsheet should be completed by providing all requested costs. Pricing for all Base Components, Recurring Cost Components, and Optional Components should be included.

Please refer to the attached pricing sheet.

7. Delivery and Installation

The Village anticipates cutover of all locations to be completed in 2025. Please indicate whether you accept this schedule and identify the tasks, including site preparation that the Village and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.

7.1.1. Equipment Reduction - Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.

Moves, adds, changes, deletions (MACDs) can be made instantly through the administrator interface. RingCentral's Admin portal allows the administrators to perform MACD with ease. There are no charges associated with the administrative portal or with making a change. The only costs are the subsequent charges for added services.

7.1.2. Equipment Delivery - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.

RingCentral is a 100% cloud hosted provider who does not require the use of any on-premises equipment other than desk phones if required.

7.1.3. Software Updates – Please describe the following regarding available software upgrades:

Please see RingCentral's responses below.

7.1.3.1. How is the Village notified of new software upgrades and tools available for ALL the systems proposed?

In the case of a firmware version upgrade, our customer support organization determines which change events may necessitate a customer notification. If customer notification is deemed necessary, our customer marketing team is engaged to communicate the change to customers and manages any possible timing conflicts to ensure that the upgrade happens smoothly and with no customer interruption.

7.1.3.2. Please provide typical frequency of software updates on an annual basis.

RingCentral's software is updated across all platforms on a 13-week release cycle. These updates include regular features and capability enhancements for our customers. We roll out between two to three major releases a year and roughly one minor release per major release. We also perform patches as needed to resolve any software issues. In each case, all customers get the updated software/features automatically. Software upgrades to the RingCentral system are always included at no charge and all system upgrades occur automatically with no disruption/in a non-service impacting manner to RingCentral customers

RingCentral Legal Disclaimer & Contractual Matters

Contractual Matters

RingCentral's price and delivery quoted are predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral Master Services Agreement (the "MSA"). RingCentral's proposal is provided for informational purposes only and is not intended to be incorporated into any resulting contract. A draft MSA is submitted as an integral part of RingCentral's quotation. RingCentral is a highly regulated provider of internet communications services subject to a wide array of laws and regulations in jurisdictions in which RingCentral offers subscriptions for RingCentral services. Further, RingCentral has a wholly owned subsidiary certified as a competitive local exchange carrier and is subject to FCC regulations in the USA applicable to telecommunications companies, as well as regulation by the public utility commissions in jurisdictions where the subsidiary provides services. Specific regulations vary but generally include the requirement to register or seek certification to provide the services, to file and update tariffs setting forth the terms, conditions and prices for RingCentral services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements. RingCentral's MSA is crafted so as to maintain compliance with these various legal and regulatory requirements.

Legal Disclaimer

All information and pricing data submitted by RingCentral in response to the Village of Morton Grove RFP is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by RingCentral after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by RingCentral in response to the Morton Grove RFP is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of RingCentral.

RETURN TO TOP OF AGENDA

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

The Village of Morton Grove ("Customer")	**RingCentral, Inc. ("RingCentral')**
Address:	**Address:**
6101 Capulina Ave Morton Grove, IL 60053	20 Davis Drive Belmont, CA 94002
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement (**"Agreement"**) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

Attachment B – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html:

ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and

iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.

C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (**"Initial Term"**). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the

term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a **"Renewal Term"**) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Billing Disputes. If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms. RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Advanced Support. Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

E. Managed Services. Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: https://www.ringcentral.com/legal/managed-services-attachment.html.

F. Subcontracting. RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. Service Requirements. The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6. Termination

A. Termination for Cause. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services (**"Software"**) to the extent reasonably required to use the Services as permitted by this Agreement,

only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks. Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes. RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for

installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

i. FEES OWED BY CUSTOMER

ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS

iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT

iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY

v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:

a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. **Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. **Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. Dispute Resolution

A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of IL, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. **Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. **Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed

facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries. RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. Headings, Interpretation. The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Anti-Bribery. Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.

H. Export Control. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. Use of Beta, Preview, or Early Access Software. If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the Beta Evaluation License Agreement and not by this Agreement.

K. Entire Agreement. The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

L. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

M. Amendments. Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. Severability and Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. Execution. Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. Counterparts. This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

R. Family Education Rights and Privacy Act (FERPA). Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

RETURN TO TOP OF AGENDA

EXHIBIT A
DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
    - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
    - Standard management of the Admin Interface within the product.
    - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.

24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).

25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).

27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

29. **"Term"** means the Initial Term plus any Renewal Terms.

30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

RETURN TO TOP OF AGENDA

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the **"Services"**).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at https://www.ringcentral.com/legal/add-on-services.html#qlnks-12.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at https://www.ringcentral.com/support/new-sms-rates.html. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at https://www.ringcentral.com/support/new-sms-rates.html.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the **"Directory Listing Service"**). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (**"Listing Information"**). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

A. Opt Out. Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

B. No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office. Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html. This section sets forth additional terms and conditions concerning RingCentral's Global RingEX for customers that subscribe to it.

A. Emergency Service Limitations for Global RingEX. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global RingEX Provided Only in Connection with Home Country Service. RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Primary Place of Use of Global RingEX Service. Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. Relationships with Local Providers. In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html. Additional terms or charges may apply, depending on the selected features.

7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at https://www.ringcentral.com/legal/BYOC-service-description.html.

8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

   A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

   B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

   C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

   D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

   E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

RETURN TO TOP OF AGENDA

ATTACHMENT B
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (**"Measures"**) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

A. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.

B. **"Customer"** means the entity that entered into the Agreement with RingCentral.

C. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.

D. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.

E. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.

ii. Is managed by a senior employee responsible for overseeing and implementing the program.

iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.

iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. Security Policy Management

RingCentral's security policies, standards, and procedures:

i. Align with information security established industry standards.

ii. Are subject to ongoing review.

iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.

ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including

a. SOC2 Type II

b. IES/ISO 27001.

ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

i. Will be provided to Customer on request.

ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

i. An identity verification (SSN trace).

ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.

iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

i. Complete annual training to demonstrate familiarity with RingCentral's security policies.

ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.

iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.

ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.

ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data (**"Secure Areas"**).

ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis (**"24/7"**).

iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.

ii. Reports to be maintained for at least one year as allowed by law.

iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.

iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

i. Perimeter security including fencing/barriers and video surveillance.

ii. Secure access including security guard/reception.

iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.

iv. Redundant utility feeds and support for continuous delivery through backup systems.

v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.

ii. Ensures that RingCentral users have an individual accounts for unique traceability.

iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.

iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.

ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).

iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.

ii. Prevent unauthorized access to Protected Data.

iii. Limit access to users who have a business need to know.

iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.

v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.

ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.

iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

ii. Ensures separation between environments dedicated to development, staging, and production.

iii. Restricts access between environments to authorized devices.

iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.

iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.

ii. Maintains accountability of assets throughout their lifecycle.

iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

i. Maintains baseline configurations of information systems and applications based on industry best practices including:

a. Removal of all vendor-provided passwords.

b. Remove/disable unused services and settings.

c. Anti-malware/endpoint protection as technically feasible.

ii. Enforces security configuration settings for systems used in the provision of the Services.

iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.

ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.

iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

ii. Ensures quality assurance testing of patches prior to deployment.

iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.

ii. Access to Protected Data is logged.

iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.

iv. Logs are protected against unauthorized access, modification, and deletion.

v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

i. Applies secure development lifecycle practices, including, during design, development, and test cycles.

ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

i. Performs rigorous security testing, including, as technically feasible:

a. static code analysis.

b. source code peer reviews.

c. dynamic and interactive security testing.

d. security logic, or security “QA” testing.

ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).

iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.

iv. Does NOT use Protected Data for testing.

v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.

ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.

iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.

ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.

ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.

iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

i. Public data, data that is generally available or expected to be known to the public.

ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

i. Ensures physical or logical segregation of Protected Data from other customers' data.

ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).

ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.

iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

i. Ensure the secure deletion of data when it is no longer required.

ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.

B. Has a documented incident response plan based on industry best practices.

C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.

D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.

iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.

v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.

vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.

ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.

iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

9. SPECIAL TERMS & CONDITIONS

1. **INSURANCE**

By submitting an RFP, the Contractor acknowledges it is their responsibility to procure the appropriate coverage and limits to protect the Village. The Village has the right to make amendments to the insurance requirements at the time of the agreement that are reflective of the scope of the work being performed. The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

a. $1,000,000 combined single limit - each occurrence

b. $1,000,000 personal and advertising injury;

c. $2,000,000 combined single limit - general aggregate; and

d. $1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

e. When the following box is checked ☐ - any general aggregate limit shall apply per project;

f. Liability arising from premises and operations;

~~g. Liability arising from the actions of independent contractors;~~

h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;

i. Liability arising from products and completed operations with such coverage to be maintained **during the term of the** ~~for two (2) years after termination~~ of the Agreement;

j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. **BUSINESS AUTO LIABILITY INSURANCE**

At least $1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. **WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least $1,000,000 each accident/$1,000,000 each

Copyright 2025© ClientFirst Technology Consulting, LLC All Rights Reserved

employee disease/$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. **UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

a. $5,000,000 combined single limit - each occurrence;

b. $5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and

c. $5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. **PROFESSIONAL LIABILITY INSURANCE**

If applicable, Professional Liability Insurance with limits of at least $1,000,000 each occurrence and $2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the contract.

F. **CONDITIONS OF INSURANCE**

a. The Contractor shall not commence services under the contract until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to telecom2025MG@mortongroveil.org.

b. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

c. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

d. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the contract and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

Copyright 2025© ClientFirst Technology Consulting, LLC All Rights Reserved

e. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.

f. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

g. The Contractor shall advise the Village via email to telecom2025MG@mortongroveil.org and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

h. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

i. Any deductibles or retentions of $5,000 or greater ($10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

j. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

   i. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the work under the contract, or;

   ii. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the work under the contract.

k. Contractor shall provide the Village with a current certificate of insurance that states the Village of Morton Grove has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language:

   The Village of Morton Grove and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number(s)_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.

Copyright 2025© ClientFirst Technology Consulting, LLC All Rights Reserved

RETURN TO TOP OF AGENDA

EXHIBIT B

Village of Morton Grove - VoIP Solution Pricing and Compliance

Village of Morton Grove - seeks proposals for either a premises based or a hosted VoIP telephone system. The proposed solution will be evaluated based on the ability to meet all requirements contained in the RFQ and this pricing

General Instructions:

1. Descriptons must be included and identifiable. Proposer should add rows as necessary to list all components, including any "bundled" offerings
2. Proposer should utilize the "Vendor Notes" column to include any clarifications, exceptions, or any other information useful to the evaluator(s) for each component.
3. For Optional features and functions, pricing for Optional Components should include any One Time costs to install as well as Monthly Recurring Costs.
4. Any Feature that is not available on the proposed system should be listed as ***Not Available*** . Any Feature that is standard and included should be listed as ***Included*** .
5. Components should be listed separately in your proposal showing individual equipment, services and costs

Hosted Solution - Provide Platform: RingCentral

Alternative One: *HOSTED SYSTEM - MONTHLY RENTAL OF TELEPHONE SETS* Telephone System Cost Components										
			One-Time Cost			*Year 1 - Monthly Recurring Costs*				
Core Components	**Description of Proposed Component**	**Vendor Notes** - *provide short description with clarifications or exceptions*	**Quantity**	**Unit Cost**	**Extended Cost**	**Quantity**	**Unit Cost**	**Extended Monthly Cost**	**Extended Year One Cost**
Recurring costs for 200 DID telephone numbers	*Existing DID telephone numbers to be ported to new service*	no one-time cost	200	$ -	$ -	200	$ 0.99	$ 198.00	$ 2,376.00
Recurring Cost for 10,000 minutes of Domestic Calling		Included at no cost	1	$ -	$ -	1	$ -	$ -	$ -
Automated Attendant									
	Must be capable of providing Day/Night and Holiday Routing Options	Included at no cost	6	$ -	$ -	6	$ -	$ -	$ -
User Licenses									
Voicemail Only	*This will be used for Police Officers*	Included at no cost	35	$ -	$ -	35	$ -	$ -	$ -
phone user - no voicemail	*Conference rooms and existing analog end points*		21	$ -	$ -	21	$ 7.50	$ 157.50	$ 1,890.00
phone user supporting multiple line appearances	*These phones will also support Departmental lines and all basic users*		160	$ -	$ -	160	$ 10.00	$ 1,600.00	$ 19,200.00
phone user with voicemail, softphone and mobility app for smartphone	*Management Endpoints*		20	$ -	$ -	20	$ 10.00	$ 200.00	$ 2,400.00
Contact Center Agent License	*6 will be standard Agent and 2 will be supervisor License*		6	$ -	$ -	6	$ 60.00	$ 360.00	$ 4,320.00
User Endpoints - ***provide Monthly Rental Option***									
Type 1 - Analog User (existing POTS)	***Existing POTS*** *lines that are outside of the current system used for Fax Machines and Elevators*	Cisco ATA191	15	$ -	$ -	15	$ 1.00	$ 15.00	$ 180.00
Type 2- Standard Administrative Endpoint	*Six or more programmable buttons; capable of supporting 2 or more shared line appearances; softkeys and multiline display*	Poly Edge E220	160	$ -	$ -	160	$ 1.00	$ 160.00	$ 1,920.00
Type 3 - Management Endpoint	*A minimum 12-line telephone with a Color multi-line display with fixed or flexible feature keys for conference, transfer, forward and hold capabilities, headset jack and a speakerphone*	Poly Edge E450	20	$ -	$ -	20	$ 3.00	$ 60.00	$ 720.00

Copyright © 2021 ClientFirst Technology Consulting, LLC. All Rights Reserved.

RETURN TO TOP OF AGENDA

Type 4 - DSS/BLF Sidecar	*24 button Sidecar accessory. (Please propose a 48 button side as an option)*	Poly Edge E450 W/sidecar	8	$ -	$ -	8	$ 6.00	$ 48.00	$ 576.00
Type 5 - Conference Room Phone	*IP Based conference room telephone set. The Village would prefer a wireless option*	Poly Trip 8800	6	$ -	$ -	6	$ 4.00	$ 24.00	$ 288.00
External Paging Connection -	*Connection to new Paging System - Manufacturer not known at this time.*	Reccomend Algo 8301 (will need to source elsewhere)	4	$ -	$ -	4	$ -	$ -	$ -
E-911 Station Locator (all users)									
	Must be fully compliant with Kari's Law and Ray Baum Act. Describe compliance.	Compliance Natively within client			$ -		$ -	$ -	$ -
	Describe availability of notification to Phone, Email and Text	Compliance Natively within client			$ -		$ -	$ -	$ -
Paging									
Connection to existing external overhead paging system	*All four existing systems have analog connections to the current PBX*	Cisco ATA191	4		$ -	4	$ 1.00	$ 4.00	$ 48.00
Paging through telephone sets	*Indicate whether the system supports paging through overhead speakers and telephone sets simultaneously.*	Compliance Natively within client							
Additional / Other Recommended Options									
					$ -		$ -	$ -	$ -
					$ -		$ -	$ -	$ -
					$ -		$ -	$ -	$ -
System Design, Department Station Review Meetings, Implementation									
	Installation				$ 8,562.60				
	Project Management				$ -				
	Training				$ 480.00				
	Shipping				$ -				
	Taxes				$ -				
One-Time Cost Total - Phone Rental					**$ 9,174.60**				
Year One Recurring Cost Total - Phone Rental								**$ 2,826.50**	**$ 33,918.00**
Year One Total Cost - Phone Rental					**$ 43,092.60**				
5 Year Total Cost - Phone Rental					**$ 178,764.60**				

Alternative Two: *HOSTED SYSTEM - ONE TIME PURCHASE OF TELEPHONE SETS*

Telephone System Cost Components

			One-Time Cost			*Year 1 - Monthly Recurring Costs*			
Core Components	**Description of Proposed Component**	**Vendor Notes - *provide short description with clarifications or exceptions***	**Quantity**	**Unit Cost**	**Extended Cost**	**Quantity**	**Unit Cost**	**Extended Monthly Cost**	**Extended Year One Cost**
Recurring costs for 200 DID telephone numbers	*Existing DID telephone numbers to be ported to new service*		200	$ -	$ -	200	$ 0.99	$ 198.00	$ 2,376.00
Recurring Cost for 10,000 minutes of Domestic Calling			1	$ -	$ -	1	$ -	$ -	$ -
Automated Attendant									
	Must be capable of providing Day/Night and Holiday Routing Options		6	$ -	$ -	6	$ -	$ -	$ -
User Licenses									
Voicemail Only	*This will be used for Police Officers*		35	$ -	$ -	35	$ -	$ -	$ -
phone user - no voicemail	*Conference rooms and existing analog end points*		21	$ -	$ -	21	$ 7.50	$ 157.50	$ 1,890.00
phone user supporting multiple line appearances	*These phones will also support Departmental lines and all basic users*		160	$ -	$ -	160	$ 10.00	$ 1,600.00	$ 19,200.00
phone user with voicemail, softphone and mobility app for smartphone	*Management Endpoints*		20	$ -	$ -	20	$ 10.00	$ 200.00	$ 2,400.00
Contact Center Agent License	*6 will be standard Agent and 2 will be supervisor License*		6	$ -	$ -	6	$ 60.00	$ 360.00	$ 4,320.00

Copyright © 2021 ClientFirst Technology Consulting, LLC. All Rights Reserved.

RETURN TO TOP OF AGENDA

User Endpoints - ***provide One-Time Purchase Option***									
Type 1 - Analog User (existing POTS)	***Existing POTS*** *lines that are outside of the current system used for Fax Machines and Elevators*		15	$ 68.00	$ 1,020.00	15	$ -	$ -	$ -
Type 2- Standard Administrative Endpoint	*Six or more programmable buttons; capable of supporting 2 or more shared line appearances; softkeys and multiline display*		160	$ 74.50	$ 11,920.00	160	$ -	$ -	$ -
Type 3 - Management Endpoint	*A minimum 12-line telephone with a Color multi-line display with fixed or flexible feature keys for conference, transfer, forward and hold capabilities, headset jack and a speakerphone*		20	$ 152.50	$ 3,050.00	20	$ -	$ -	$ -
Type 4 - DSS/BLF Sidecar	*24 button Sidecar accessory. (Please propose a 48 button side as an option)*		8	$ 278.50	$ 2,228.00	8	$ -	$ -	$ -
Type 5 - Conference Room Phone	*IP Based conference room telephone set. The Village would prefer a wireless option*		6	$ 439.00	$ 2,634.00	6	$ -	$ -	$ -
External Paging Connection -	*Connection to new Paging System - Manufacturer not known at this time.*		4	$ -	$ -	4	$ -	$ -	$ -
E-911 Station Locator (all users)									
	Must be fully compliant with Kari's Law and Ray Baum Act. Describe compliance.				$ -		$ -	$ -	$ -
	Describe availability of notification to Phone, Email and Text				$ -		$ -	$ -	$ -
Paging									
Connection to existing external overhead paging system	*All four existing systems have analog connections to the current PBX*		4		$ -	4	$ -	$ -	$ -
Paging through telephone sets	*Indicate whether the system supports paging through overhead speakers and telephone sets simultaneously.*								
Additional / Other Recommended Options									
					$ -		$ -	$ -	$ -
					$ -		$ -	$ -	$ -
					$ -		$ -	$ -	$ -
System Design, Department Station Review Meetings, Implementation									
	Installation				$ 8,562.60				
	Project Management				$ -				
	Training				$ 480.00				
	Shipping				$ -				
	Taxes				$ -				
One-Time Cost Total - Phone Purchase					**$ 29,894.60**				
Year One Recurring Cost Total - Phone Purchase								**$ 2,515.50**	**$ 30,186.00**
Year One Total Cost - Phone Purchase					**$ 60,080.60**				
5 Year Total Cost - Phone Purchase					**$ 180,824.60**				

Feature Compliance

Feature/ Function	Vendor Notes	Included	Not Available	Optional One Time Cost	Optional Monthly Recurring Cost
Supports ability to assign outgoing caller ID individually by station or by Library Main Listed Number		X			
Suports Variable Ringtones on Telephone Sets		X			
Supports multi-line devices		X			
Supports shared line on multiple phone		X			
Supports Mobile App for IOS and Android Devices		X			
Supports Softphone Client for Microsoft Windows and IOS		X			
Supports existing Overhead Paging		X			
Supports Page through Telephone Set		X			
Supports Combined Overhead and Telephone Set Paging		X			

Copyright © 2021 ClientFirst Technology Consulting, LLC. All Rights Reserved.

RETURN TO TOP OF AGENDA

Supports multi-level Automated Attendant		X			
Supports shared Department Voicemail boxes		X			
Supports Unified Messaging using Microsoft O365		X			
Supports Call History and Redial		X			
Supports Customized Music On Hold		X			
Supports Call Park/ Call Pick Up		X			
Supports multi-line conference calling (*state maximum number of parties*)		X			
Automated Attendant capable of providing Day/Night and Holiday Routing Options		X			
Provides Key Stroke metrics from Automated Attendants		X			
Supports Call Accounting Reports		X			
Supports internal e911 notification to email, phone, and text		X			
Supports end-user administration for simple changes, such as password reset, names, button changes		X			

Installation and Support Requirements

Implementation Tasks	Vendor Notes	Included	Not Available	Optional One Time Cost	Optional Monthly Recurring Cost
Training					
User Training - Remote		X			
User Training - Onsite			X		
Administrator Training		X			
Digital / Online training materials		X			
Conduct regular project status reviews, including calls or meetings with stakeholders		X			
Conduct a thorough and complete *on-site* station review	Local Partner TIG can assist with this		X		
Telephone station programming by user, including, but not limited to, telephone numbering, programmed features,		X			
Detailed voice system security plan that addresses the liabilities of the proposed system.		X			
Detailed E911 plan with calling party location information and notification information		X			
Database documentation with sign-off prior to implementation		X			
Onsite placement and activation of Telephone Sets	Local Partner TIG can assist with this		X		
System Testing		X			
All phones installed and working; line ringing and button assignments correct		X			
Automated Attendant routing and schedules		X			
E911 location information		X			
Paging		X			
System Support					
End User Administrative Portal		X			
Vendor provided Moves, Adds, Changes (*describe process to initiate and any limitations on included requests as well*		X			
Major Move, Add, Change (*describe process to initiate and any limitations on included requests as well as lead time*		X			
Any Licenses or services added after installation must have a contract end date that is coterminous with the					

Alternate Telephone Sets and Headsets (Provide pricing for other devices available but not proposed)

Components	Description of Proposed Component	Vendor Notes - *provide short description*	Unit Cost - One Time Purchase	Unit Cost - Monthly Rental	Extended One Year Rental Cost
Wireless Headset Tool	*Bluetooth/DECT headsets that are compatible with the proposed telephone sets.*		$ -	$ 11.00	$ 132.00
WLAN Extender	*To be used in locations where data network connection is not available.*		$ -	$ -	$ -
Wall Mounts - set of 10	*Used for Standard Administrative or Excecutive Endponts - This is the wallmount only. Endpoints included in quantity above*		$ -	$ -	$ -
48 Button Sidecar	*Additional DSS.BLF keys*		$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

Copyright © 2021 ClientFirst Technology Consulting, LLC. All Rights Reserved.

RETURN TO TOP OF AGENDA

			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

Copyright © 2021 ClientFirst Technology Consulting, LLC. All Rights Reserved.

RETURN TO TOP OF AGENDA

Legislative Summary

Resolution 25-56

AUTHORIZING A CONTRACT WITH ULTRA STROBE COMMUNICATIONS INC. FOR THE CHANGEOVER OF EQUIPMENT FOR POLICE DEPARTMENT PATROL VEHICLES

Introduced:	July 22, 2025
Purpose:	To replace aging, high-mileage patrol vehicles currently in use by the Morton Grove Police Department.
Background:	The Village maintains a fleet of marked and unmarked police vehicles, which are essential for providing responsive and effective public safety services. Vehicles that have been in service for extended periods and have accumulated high mileage often exceed their useful life, impacting reliability and safety. To address this, three (3) newly purchased marked patrol vehicles need to be outfitted with necessary equipment transferred from existing vehicles. In addition, two (2) unmarked vehicles need to receive upgraded lighting packages to enhance safety, and one (1) recently seized vehicle needs to be repurposed for use as a covert squad car. The Police Department solicited quotes from multiple vendors specializing in change-overs for police department vehicles to achieve competitive pricing. Of those contacted, only two (2) vendors submitted quotes, while others declined to participate. Ultra Strobe Communications, a private company with over 20 years of experience serving public safety agencies throughout the Chicagoland area, submitted the lowest quote for this work. Their proposal, totaling $47,779.50, includes the change-over of three (3) new vehicles and equipment modifications to three (3) existing vehicles. This Resolution authorizes the Police Department to proceed with the vehicle change-over and outfitting process as outlined in Ultra Strobe's proposal.
Programs, Departments Affected	Police Department
Fiscal Impact:	The total cost for the proposed work is $47,779.50.
Source of Funds:	Motor Vehicles - Account No. 02-30-14-57-2030
Workload Impact:	The ordering and changing over of the vehicles will be coordinated by the Police Department and the Public Works Vehicle Maintenance Department.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	A 2/3rd vote of the Corporate Authorities is required since the formal bidding requirements of Title 1 Chapter 9 of the Village Code was not followed.

Submitted by: Charles Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Brian Fennelly, Deputy Chief
Reviewed by: Michael Weitzel, Chief of Police

RETURN TO TOP OF AGENDA

RESOLUTION 25-56

AUTHORIZING A CONTRACT WITH ULTRA STROBE COMMUNICATIONS INC. FOR THE CHANGEOVER OF EQUIPMENT FOR POLICE DEPARTMENT PATROL VEHICLES

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village Board has authorized the change-over of police squad cars in the Calendar Year 2025 Budget; and

WHEREAS, the Calendar Year 2025 Budget incorporates a line item to change-over patrol vehicles; and

WHEREAS the Police Department solicited quotes and received proposals from companies specializing in change-overs for police department vehicles, and received two (2) proposals; and

WHEREAS, Ultra Strobe Communications Inc. of Crystal Lake, Illinois, submitted the lowest quote for this work totaling $47,779.50, which includes the change-over of three (3) new vehicles and equipment modifications to three (3) existing vehicles, attached hereto as “Exhibit A”; and

WHEREAS, Ultra Strobe Communications Inc. is a private corporation with over 20 years of dedicated service helping many agencies in the Chicagoland area by providing high quality change-overs for various emergency vehicles in a timely manner; and

WHEREAS, the funds are available in the 2025 Adopted Budget for the amount of $47,779.50 under Account Number 02-30-14-57-2030 of Motor Vehicles; and

WHEREAS, although the code requirements Section 1-9A-4A-4 (competitive bidding requirements) for contracts over $25,000.00 were not met, the Village Administrator recommends the Board waive these requirements due to the solicitation of quotes performed by the Police Department, the Department’s extensive analysis of the qualified venders’ services, and the recommendation of the Police Chief, that Ultra Strobe Communications, Inc., best meets the Department’s needs at this time; and

WHEREAS, in accordance with the code requirements of Section 1-9A-4B-5 (exceptions to competitive bidding requirements), it is requested that the Corporate Authorities waive via a 2/3 vote the requirements of Section 1-9A-4A-4.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

RETURN TO TOP OF AGENDA

SECTION 1: The Village President and Board of Trustees hereby authorize the change-over of six (6) police vehicles for a total cost of $47,779.50 per the terms and conditions of the Ultra Strobe quote attached hereto as “Exhibit A”.

SECTION 2: The Village Administrator, the Director of Finance, the Chief of Police, or their designees are hereby directed to take all steps necessary to issue a purchase order and implement the change-overs of these vehicles.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 22nd day of July 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 22nd day of July 2025

_____
Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
23rd day of July 2025

_____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Exhibit A

RETURN TO TOP OF AGENDA

Estimate

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Date	Estimate #
1/24/2025	7110

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name
	Utility(2)

Item	Description	Qty	Price	Total
BK2019ITU20	Setina PB450L4 lighted push bumper with Whelen Ions for 2020 Interceptor Utility	2	936.75	1,873.50
ES100C	Federal Signal 100-Watt compact speaker with neodymium driver	2	169.95	339.90
ESB-FPIU20ND	Federal Signal ES100C bracket for 2020 Ford Utility	2	19.95	39.90
401-1228-PREHI	Tomar pre-emption power supply	2	354.95	709.90
RECT-37SWP-C	Tomar RECT-37SWP-C STROBELAMP sealed unit	2	104.95	209.90
VTX609C	Whelen Vertex Super-LED Warning light, White MOUNTED IN HEADLIGHTS	4	79.95	319.80
PLUCTCL1	Sound Off Replacement Collar Kit, includes 1 Collar, 2 Gaskets & Screws for the Twist-In UnderCover	4	4.95	19.80
ECVDMLTAL00	Sound Off LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	4	72.95	291.80
C-VS-1210-INUT-H	Havis 2020 Ford Interceptor Utility Mid-Height Angled Console	2	364.95	729.90
CUP2-1001	Havis Self-Adjusting Double Cup Holder	2	54.95	109.90
C-ARM-102	Havis Side Mount Armrest	2	75.15	150.30
PF200S17	Federal Signal Pathfinder siren/light controller	2	1,000.00	2,000.00
ALGT53J-P1LC	Federal Signal 53" Allegiant, Red/Blue warning lights, all 2-color except positions 9 and 16, low hook mount, Clear domes, Convergence Network compatible, FSJoin	2	1,300.00	2,600.00
HKB-FPIU20-HP	Federal Signal lightbar hook kit for 2020 Ford Utiltiy	2	0.00	0.00
PK1129ITU20TM	Setina #10XL Partition Horizontal Sliding Window Uncoated PolycarbonateXL Panel Partition TM (Tall Man)	2	819.95	1,639.90
QK0635ITU25	Setina replacement seat for 2025 Ford PIU includes seat and rear cargo barrier with center pull seat belts	2	1,335.00	2,670.00
WK0514ITU20	Setina window barriers, steel, vertical, for 2020 Ford Utility	2	269.95	539.90
PKG-TTP-INUT-1201-4	Havis Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	2	1,449.95	2,899.90

Subtotal	
Sales Tax (7.75%)	
Total	

Signature

Date _____

Our quotes are valid for 90 days

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

RETURN TO TOP OF AGENDA

Estimate

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Date	Estimate #
1/24/2025	7110

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name
	Utility(2)

Item	Description	Qty	Price	Total
XSM2-BRW	Federal Signal XStream Dual head models with wire leads Blue/Red/White MOUNTED IN REAR AND REAR SIDE WINDOWS	8	199.95	1,599.60
CB-185-80F	80 amp circuit breaker	2	49.95	99.90
PDU-8S	D and R power distribution with high Amp circuits and delay timer	2	399.00	798.00
ELUC3H010D	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Dual Color Red/White MOUNTED IN TAILLIGHT	2	84.95	169.90
ELUC3H010E	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Dual Color Blue/White MOUNTED IN TAILLIGHT	2	84.95	169.90
CD3802RBW	Code 3 mega thin red/blue/white MOUNTED ON "B" PILLAR AND HATCH WHEN OPEN	8	99.95	799.60
XT4LBKT	Code3 XT4 universal L-bracket 90 degree	4	8.50	34.00
NMO58U-NC	PC Tel 3/4" Brass MNT17' 58U/ no Connector	2	14.95	29.90
CMUHF58	Laird mini UHF male crimp on for RG58	2	6.95	13.90
QW152	Tram Browning antenna 18 INCH NMO quarter wave VHF 150-162 MHz BLACK MAST	2	14.95	29.90
Installation	Installation of equipment	2	3,950.00	7,900.00
Misc install equipt	Includes wire, connectors, standard fuses/ fuse holders,fuse block, and one 30 amp relay.	2	475.00	950.00
Removal	Removal of equipment	2	575.00	1,150.00

Signature _____ Date 04/02/2025

Subtotal	$30,888.90
Sales Tax (7.75%)	$0.00
Total	$30,888.90

Our quotes are valid for 90 days

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 8-12 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

Exhibit A

RETURN TO TOP OF AGENDA

Price Quote

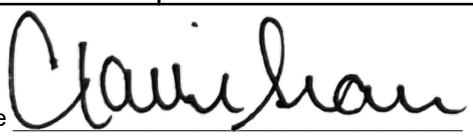
Date	Estimate #
2/5/2025	7111

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name
	DC car 2025 PIU

Item	Description	Qty	Price	Total
ES100C	Federal Signal 100-Watt compact speaker with neodymium driver	1	169.95	169.95
ESB-FPIU20ND	Federal Signal ES100C bracket for 2020 Ford Utility	1	19.95	19.95
401-1228-PREHI	Tomar pre-emption power supply	1	354.95	354.95
RECT-37-VLF	Tomar visible light filter for 3065 family and T792HL series emitters	1	161.15	161.15
RECT-37SWP-C	Tomar RECT-37SWP-C STROBELAMP sealed unit	1	104.95	104.95
VTX609C	Whelen Vertex Super-LED Warning light, White	4	79.95	319.80
PLUCTCL1	Sound Off Replacement Collar Kit, includes 1 Collar, 2 Gaskets & Screws for the Twist-In UnderCover	4	4.95	19.80
31.2515.4040PG	Able 2 undercover siren/switch box and mini controller with progressive programming	1	399.00	399.00
SIFMJS-FPIU25-P3	Federal Signal FRONT ILS for 2025 Ford PIU tri-color R/B/W	1	780.00	780.00
XSM2-BRW	Federal Signal XStream Dual head models with wire leads Blue/Red/White MOUNTED IN REAR SIDE WINDOWS	2	199.95	399.90
ECVDMLTAL00	Sound Off LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	1	72.95	72.95
CB-185-80F	80 amp circuit breaker	1	49.95	49.95
SIFMH	Federal Signal REAR ILS, discrete wired or convergence network	1	780.00	780.00
Z858303641A	Federal Signal Serial Interface Module FSJoin™ Programmable	1	169.95	169.95
Installation	Installation of equipment	1	2,300.00	2,300.00
Misc install equipt	Includes wire, connectors, standard fuses/ fuse holders,fuse block, and one 30 amp relay.	1	350.00	350.00
Window Tint	Window Tint BROW FOR ILS AND FRONT DOORS TO MATCH FACTORY	1	175.00	175.00

Signature  Date 04/02/2025

Subtotal	$6,627.30
Sales Tax (8.5%)	$0.00
Total	$6,627.30

Our quotes are valid for 90 days

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 8-12 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

Exhibit A

RETURN TO TOP OF AGENDA

Estimate

Date	Estimate #
1/24/2025	7109

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name
	Equinox 2020

Item	Description	Qty	Price	Total
ES100C	Federal Signal 100-Watt compact speaker with neodymium driver	1	169.95	169.95
ESB-U	Federal Signal bracket for ES100 universal mount	1	19.95	19.95
401-1228-PREHI	Tomar pre-emption power supply	1	354.95	354.95
RECT-37SWP-C	Tomar RECT-37SWP-C STROBELAMP sealed unit	1	104.95	104.95
31.2515.4040PG	Able 2 undercover siren/switch box and mini controller with progressive programming	1	399.00	399.00
CB-185-80F	80 amp circuit breaker	1	49.95	49.95
SIFZJS	Federal Signal Front ILS, 3-color configuration, discrete wired or Convergence Network, FSJoin RAM	1	780.00	780.00
Z858303641A	Federal Signal Serial Interface Module FSJoin™ Programmable	1	169.95	169.95
ELUC3H010D	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Dual Color Red/White MOUNTED IN 3RD BRAKE LIGHT AND TAILLIGHT	2	82.95	165.90
ELUC3H010E	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Dual Color Blue/White MOUNTED IN 3RD BRAKE LIGHT AND TAILLIGHT	2	82.95	165.90
CD3802RBW	Code 3 mega thin red/blue/white MOUNTED IN REAR SIDE WINDOWS	2	97.95	195.90
XT4LBKT	Code3 XT4 universal L-bracket 90 degree	2	8.50	17.00
Window Tint	Window Tint BROW ON WINDSHIELD AND FRONT TO MATCH FACTORY	1	175.00	175.00
Misc install equipt	Includes wire, connectors, standard fuses/ fuse holders,fuse block, and one 30 amp relay.	1	375.00	375.00
Installation	Installation of equipment	1	2,300.00	2,300.00

Signature _____ Date 04/02/2025

Subtotal	$5,443.40
Sales Tax (7.75%)	$0.00
Total	$5,443.40

Our quotes are valid for 90 days

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 8-12 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

Exhibit A

RETURN TO TOP OF AGENDA

Price Quote

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Date	Estimate #
3/21/2025	7201

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name

Item	Description	Qty	Price	Total
SIFZJS	Federal Signal Front ILS, 3-color configuration, discrete wired or Convergence Network, FSJoin DODGE CHARGER	1	780.00	780.00
SIFZJS	Federal Signal Front ILS, 3-color configuration, discrete wired or Convergence Network, FSJoin FORD EXPLORER	1	780.00	780.00
Z858303641A	Federal Signal Serial Interface Module FSJoin™ Programmable	2	179.95	359.90
Labor	Labor to install interior lightbars and reprogram controller	2	525.00	1,050.00
Window Tint	Window Tint BROW BEFORE INTERIOR BAR INSTALLED	2	75.00	150.00

Signature _____ Date 04/03/2025

Subtotal	$3,119.90
Sales Tax (8.5%)	$0.00
Total	$3,119.90

Our quotes are valid for 90 days

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 8-12 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

Exhibit A

RETURN TO TOP OF AGENDA

Price Quote

Date	Estimate #
7/1/2025	7314

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Name / Address
Morton Grove Police 6101 Capulina Avenue Morton Grove, IL 60053

P.O. No.	Job Name

Item	Description	Qty	Price	Total
Removal	Removal of equipment partial removal, lightbar, prisoner seat, camera system with modem antennas and computer components	2	850.00	1,700.00

Subtotal	$1,700.00
Sales Tax (8.5%)	$0.00
Total	$1,700.00

Signature _____ Date _____

Our quotes are valid for 90 days

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 8-12 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com