

COUNTY COMMISSION

BALDWIN COUNTY 312 COURTHOUSE SQUARE SUITE 15 BAY MINETTE, ALABAMA 36507 (251) 580-2520 PH (251) 580-2536 FX

WANDA GAUTNEY PURCHASING DIRECTOR

March 6, 2018

Norstan Communications, Inc. d/b/a Black Box Network Services 30941 Mill Lane #G-175 Spanish Fort, AL 36527 **ATTN:** Lynn Langley

REFERENCE: Request for Proposals (RFPs) for Unify Telecommunications Maintenance and Support Services for the Baldwin County Commission (Notice to Proceed)

Dear Ms. Langley:

Enclosed is your copy of the executed Contract for the Unify Telecommunications Maintenance and Support Services.

Please contact Brian Peacock, Baldwin County CIS Director at (251) 580-2598 to coordinate this project.

If you have any questions, please contact me at (251) 580-2520.

Sincerely,

WANDA GAUTNEY, Purchasing Director Baldwin County Commission

Attachment

cc: Brian Peacock, CIS Director

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **Norstan Communications**, Inc., d/b/a Black Box Network Services (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, November 21, 2017, the COUNTY authorized staff to solicit a Request for Proposals (RFPs) for Unify Telecommunications Maintenance and Support Services; and

Whereas, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide needed services in accordance with the RFP and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. <u>Definitions</u>. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Norstan Communications, Inc., d/b/a Black Box Network Services
- II. <u>Obligations Generally</u>. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. <u>Recitals Included</u>. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. <u>Professional Qualifications</u>. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. <u>No Prohibited Exclusive Franchise</u>. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. <u>Representation/Warranty of Certifications, Etc.</u> PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. <u>Legal Compliance</u>. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVDIER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. <u>No Agency Created</u>. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. <u>Unenforceable Provisions</u>. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. <u>Entire Agreement</u>. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. <u>Failure to Strictly Enforce Performance</u>. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVDIER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. <u>Assignment</u>. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. <u>Ownership of Documents/Work</u>. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. <u>Notice</u>. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Norstan Communications, Inc. d/b/a Black Box Network Services 10050 Crosstown Circle, Suite 600 Eden Prairie, MN 55344 ATTN: Jim Cassibo COUNTY:

Baldwin County Commission c/o Chairman 312 Courthouse Square Suite 12 Bay Minette, AL 36507

XVI. <u>Services to be Rendered</u>. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of <u>"Request for Proposals"</u>, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Proposals for Unify Telecommunications Maintenance and Support for the Baldwin County Commission".

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- XVIII. <u>Termination of Services</u>. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. <u>Compensation Limited</u>. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be as listed on <u>"ATTACHMENT A"</u>. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. <u>Method of Payment</u>. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. <u>Effective and Termination Dates</u>. This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and the same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. <u>Force Majeure</u>. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. <u>Number of Originals</u>. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
- XXVI. <u>Governing Law.</u> This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- Prior to performing services pursuant to this Contract, Provider shall carry, with XXVII. Insurance. insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY FRANK BURT, JR. Chairman

)

ATTEST

RONALD J. CINK/ Daté County Administrator/Budget Director

TATE C

MONICA E TAYLOR My Commission Expires October 6, 2021

State of Alabama

County of Baldwin

TALL Notary Public in and for said County, in said State, hereby certify 1. that. Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, PROV being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission ... 1 26 m

Given under my hand and offi	cial seal, this the day	y of 1000, 2018.
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Notary Public My Commission Expire

PROVIDER:

Norstan Communications, Inc., d/b/a Black Box Network Services

By Its mance

State of MINNESOTH) County of HENNEPIN)

HORY LATEUE Notary Public in and for said County and State, hereby certify that as V P FINANCE of, Norstan Communications, Inc., d/b/a Black Box Network 1651BO Services whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Norstan Communications, Inc., d/b/a Black Box Network Services.

day of FEBRUARY, 2018. GIVEN under my hand and seal on this the



Notary Public My Commission Expires JAN. 31, 2020



Black Box Network Services Baldwin County Commission Unify Telecommunications Maintenance and Support RFP December 27, 2017

Vendor Proposal Form

Vendor Proposal Response Form

Date: December 20, 2017

Company Submitting Proposal: Norstan Communications, Inc. d/b/a Black Box Network Services

Address: 10050 Crosstown Circle, Suite 600, Eden Prairie, MN 55344

Contact Person: Lynn Langley, Enterprise Account Manager

Office Telephone: 251-401-9876

Email: lynn.langley@blackbox.com

Bidder's Registration Number: <u>896 – 934</u>

Jim Cassibo, Vice President Finance

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

Response should include total annual cost of hardware, maintenance and support as listed in attached Scope of Work. No alternate variations will be accepted.

Annual Cost: See breakdown below

Constant Contrict of Constant of Constant	
Black Box Maintenance (annual cost)	\$46,170.00
Unify SSP (annual cost)	\$31,913.67
Upgrade (one-time cost) *discounts based on 1 year SSP commitment	\$65,809.22
TOTAL	4173,106,79

Annual Cost (3 year agreement)	Mary States
Black Box Maintenance (annual cost)	\$46,179.00
Unify SSP (annual cost)	\$29,275.26
Upgrade (one-time cost) *discounts based on 3 year SSP commitment	\$86,421.82
TOTAL	\$161,876.08

Created By	LGGodinez -Llangley	Expires	4/10/2018
Currency	USD	Vendor Quote Number(s)	05550406 - Revision, 05550406 - Revision, 05550406 - Revision, 05550406 - Revision, 05550406 - Revision, 05550406 - Revision
Country	USA	Branch	0076 - Alabama
Customer	Baldwin County	Sale Type	100
Sub-Quote	Get Current 3 yr SSP (1)	Status	Engineering Complete
Quote	Get Current 3 yr SSP (213021) BBOX maintenance		

Cfg Qty	Sold Qty	Product No	Description	Unit Sale Price	Ext Sale Price
			Unify HiPath 4000:		
T. S. S. Mar		Unify 1	Opportunity Num: 81935		67,155.59
		BASE SYSTEM			553.96
1	1	18CP-2261	Installation Kit XS (for OpenScape 4000/HiPath 4000 Expansio	553.96	553.96
		LICENSES			23,357.72
1	1	18CP-3792	Get Current Upg of OS 4000 V7 Base to OS 4000 V8	158.27	158.27
2199	2199	18CP-3791	Get Current Upg for OS 4000 Flex User Lic from V7 to OS 4000	10.55	23,199.45
		SERVERS			10,551.54
1	1	18CP-3459	OpenScape 4000 EcoServer Duplex	5275.77	5,275.77
1	1	18CP-3462	OpenScape 4000 EcoServer Simplex	5275.77	5,275.77
		IMPLEMENTATION			32,692.37
1	1	SWTRM0008	HP4000 19" 9 slot, Shelf 1 Support	2664.98	2,664.98
0	1	Labor	Upgrade 4000 to V8	23022.47	23,022.47
0	1	Labor	Black Box Project Management	7004.92	7,004.92
			Unify Support Contracts:		
		Unify 2	Opportunity Num: 81935		20,450.3
		CONTRACT			20,450.3
1	1	18CP-3923	Annual fee for SSP 3Y for OpenScape 4000 V8 Base Software	143.2	143.2
15	15	18CP-3967	Annual fee for SSP 3Y for AP Remote Survivability for AP3x00	63.01	945.1
1	1	18CP-3968	Annual fee for SSP 3Y for Survivability License for AP 3700	157.52	157.52
1	1	18CP-3973	Annual fee for SSP 3Y for OpenScape 4000 V8 Duplex License	315.03	315.03

						2
•	18,889.41	8.59	Annual fee for SSP 3Y for OpenScape 4000 V8 Flex License	18CP-3924	2199	2199
			Unify OpenScape Contact Center:			
	17,377,52		Opportunity Num 81935			
	4,423.48			LICENSES		
	4,185.82	68.62	Get Current Upgrade OSCC Enterprise V9 - Enterprise V8 User		61	61
	237.66	118.83	Get Current Upgrade OSCC Enterprise V9 - Enterprise V8 User		2	2
	12,954.04			IMPLEMENTATION		
	7,927.85	7927.85	Upgrade Contact Center to V9			0
	1,172.54	1172.54	Black Box Project Management			0
	3,853.65	3853.65	Black Box Technician	Labor	1	0
			Unify support Contracts			
	4,178.42		Opportunity Num: 81935	Unity 4.2 Constant Street		
	3,517.26	57.66	Annual fee for SSP 3Y for OSCC Enterprise V9 Essential User	CONTRACT		
	461.28	76.88	Annual fee for SSP 3Y for OSCC Enterprise V9 Essential Osel		61	61
	199.88	99.94	Annual fee for SSP 3Y for OSCC Enterprise V9 Multi-Channel U			2
			Unify openScape Xpressions V6.0 and above	1001-5927		2
	1,888.71		Opportunity Numi 81935	Unity 5		
	0.01			LICENSES		
	0.01	0.01	OpenScape Xpressions V7 Expansion/ Upgrade		1	1
	1,888.70			IMPLEMENTATION		
	1,321.30	1321.3	Patch Xpressions to current hotfix	Labor	1	0
	567.4	567.4	Black Box Project Management	Labor	1	0
			Unity Support Contracts:			
	4,646,53		Opportunity Numi 81935	Unity 6		
	4,646:53			CONTRACT		
	5.07	5.07	Annual fee for SSP 3Y for OpenScape Xpressions V7 Voice Lice	18CP-3929	1	1
	1.66	1.66	Annual fee for SSP 3Y for OpenScape Xpressions V7 Voice Lice	18CP-3950	1	
		198.72	Annual fee for SSP 3Y for OpenScape Xpressions V7 Additional	18CP-4015	3	
	2,580.84	8.04	Annual fee for SSP 3Y for OpenScape Xpressions V7 Unified Li	18CP-3930	321	321
	67.52	4.22	Annual fee for SSP 3Y for OpenScape Xpressions V7 S0/S2 1-Po	18CP-3931	16	16
1	1,395.28	1395.28	Annual fee for SSP 3Y for OpenScape Xpressions V7 Voice Lice	18CP-4049	1	1

			Black Box Maintenance Contract	1. A second	
1	1		Black Box Maintenance Contract	1 YR with 3 YR commitment	46,179.00
		Grand Total:			161,876.08

The quotation provided herein by Black Box Network Services represents only a cursory view of this project and is strictly for budgetary purposes only and may be used as such for 60 days from the date of this quote. The final components, configuration, costs, performance and warranties for the actual completion of this project as represented in this budgetary quotation are subject to change at anytime without prior notice. Furthermore, this budgetary quotation may not be comprehensive in nature, and may require additional charges, including but not limited to, engineering, design, hardware, software, licenses, permits, taxes, intellectual property, industrial property, testing, freight, patent rights or certification. Regardless of its content, this budgetary quotation and all its contents are not intended to constitute a contract, binding agreement, or an amendment to any existing contract or agreement. This budgetary quotation and all of its contents contain Black Box Network Services information that is privileged, confidential, proprietary in nature, or subject to trademark and use or disclosure of this information without the prior written consent of Black Box Network Services is strictly prohibited.

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Black Box Proposal Questions/Clarifications

1. Section F: Manufacturer Service Bulletins – Product Correction Updates (Page 11)

Original Submission:

Product Correction Updates include:

- 24x7 remote installation
- On-Site installation within normal business hours

Note: Baldwin County wants to make sure they can have someone on site after hours also if needed to correct an issue and a patch or something is required.

Revised Submission:

Product Correction Updates include:

- 24 x 7 remote installations
- On-site installation within normal business hours for non-service affecting issues; also includes on site for service affecting issues after hours.

2. Section F: Manufacturer Service Bulletins – Product Correction Updates (Page 11)

<u>Original Submission</u>: Product Correction Updates may require system hardware upgrades to comply with current manufacturer specifications. In these cases, the hardware upgrade must be performed before the correction update can be implemented. Hardware updates are not included as part of the services offered under this agreement. Black Box will provide a quote for the required hardware to the County for approval.

<u>Revised Submission</u>: Product Correction Updates may require system hardware upgrades to comply with current manufacturer specifications. In these cases, the hardware upgrade must be performed before the correction update can be implemented. With this agreement, the existing HiPath 4000 V7 system will be upgraded to the current release of OpenScape 4000 V8 and the existing Contact Center V8 system will be upgraded to V9. Additional Hardware updates are not included as part of the services offered under this agreement. Black Box will provide a quote for the required hardware to the County for approval.

Black Box included the ECO servers for the main CPUs in the upgrade (with new hard drives). Our statement for additional hardware meant STMI to STMIX conversion or addition port expansions.

3. Section G: Change Management (Page 11)

Original Submission:

Black Box will participate in all requested changes affecting service including:

- Installations
- Configuration changes
- Security changes
- Emergency repair activity
- Minor Software Releases
- Major Software Releases



Note: Baldwin County is asking Black Box to verify if they need minor software patches to correct a system issue that it could be schedule after hours as needed depending on their department and county needs as a part of this contract.

<u>Revised Submission:</u> Please refer to our response provided in question #1

4. System Upgrade Section – Upgraded Landscape Diagram (page 18)

Original Submission: In the diagram, it states: "new server suggested" as a part of the contact center.

<u>Revised Submission</u>: Black Box does not include new servers for the Xpressions and Contact Center as a standard offering. Although we can provide a server, Baldwin County can generally purchase a server more cost effectively.

The Xpressions upgrade in this proposal is only a hot patch and no new hardware is required.

The Contact Center server does not require a new server although the operating systems will need to be Windows 2012 or 2016. If a new server is provided or purchased, we can stand up the new instance while the production server is still operating. Then when ready to cut over, we can move to the new server – providing a disaster recovery option, if any issues should occur.

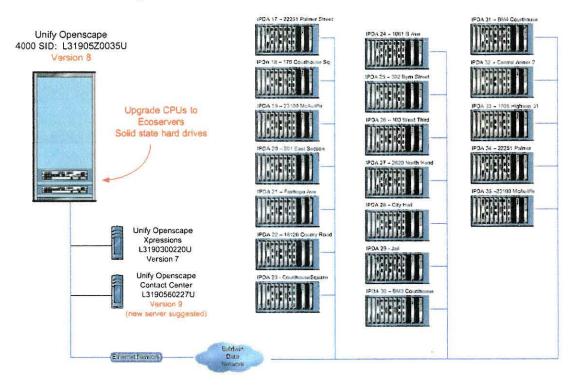
5. System Upgrade Section – Upgraded Landscape Diagram (page 18)

Original Submission: In the diagram, McAuliffie is listed as IPDA 19 and should be listed as IPDA 35

Revised Submission: Please see revised diagram



Baldwin County Commission



Upgrade Landscape



6. System Upgrade Section – OpenScape 4000 Upgrade 4th bullet item (Page 18)

<u>Original Submission</u>: Upgrading can be done without any hardware change. The host, as well as all access points (AP3700IP, SoftGate and Access), can be upgraded remotely. On-site labor has been provisioned for this project.

<u>Revised Submission</u>: Upgrading the remote sites does not require hardware as indicated in our original submission. We apologize for the confusion.

7. System Upgrade Section – OpenScape 4000 Upgrade 2nd bullet item (Page 19)

<u>Original Submission</u>: It is optionally also possible to migrate to EcoServer hardware (which is not included in this project).

<u>Revised Submission</u>: Black Box did include the ECO servers as part of this upgrade. We apologize for the confusion.

8. System Upgrade Section – New Features of V8 / OpenScape Branch-Remote/Local IP "self" (Page 19)

Original Submission:

- Optionally redundant power supply
- Optionally redundant SSD (Solid State Disk) drive



redundant fans

It is optionally also possible to migrate to EcoServer hardware (which is not included in this project).

NOTE: Baldwin County currently has redundant power supplies and processers and wants to ensure they are not losing it with the contract and upgrade. Baldwin County also wants verification that the ECO servers are included

<u>Revised Submission</u>: Baldwin County will still maintain their redundant shelf power supplies and redundant processors. The redundant power supplies and redundant SSD drives are options on the CPUs. However, Black Box would suggest software backups should be stored on network drives. Black Box did include ECO servers as part of this upgrade.

9. System Upgrade Section – OpenScape Contact Center (Page 20)

<u>Original Submission</u>: The Unify OpenScape Contact Center V9 upgrades convert existing incremental licenses to bundled offerings. Items in red would provide additional functionality when incorporated into the ACD routing flows.

The upgrade labor included is for existing feature functionality. Any changes or additions of the new enhancements would be provided under a separate project

Revised Submission:

We apologize for the confusion. Items in red would provide additional functionality when incorporated into the ACD routing flows. The labor included is for upgrading and existing feature functionality. Any changes or additions would be provided under a separate project

An existing voice ACD agent (Baldwin has 61) will be converted to:

OSCC Enterprise V9 - Upgrade Enterprise V8 User to Enterprise V9 Essential User consisting of:

- 1 OSCC Enterprise V9 User License
- 1 OSCC Enterprise V9 Agent Portal License or Desktop
- 1 OSCC Enterprise V9 Callback License
- 1 OSCC Enterprise V9 SDK RTM Client License

Each email, webchat plus voice agent (Baldwin has 2) will be converted to:

OSCC Enterprise V9 - Upgrade Enterprise V8 User to Enterprise V9 MultiChannel User consisting of:

- 1 OSCC Enterprise V9 User License
- 1 OSCC Enterprise V9 Agent Portal License or Desktop
- 1 OSCC Enterprise V9 Callback License
- 1 OSCC Enterprise V9 SDK RTM Client License
- 1 OSCC Enterprise V9 Email License
- 1 OSCC Enterprise V9 Web Chat License

The Base system licensing will be converted to:

OSCC Enterprise V9 - Base Upgrade Enterprise V8 to Enterprise V9 consisting of:

- 1 OSCC Enterprise Skills Based Routing
- 1 OSCC Enterprise V9 CDSS Base
- 1 OSCC Enterprise V9 Call Director System
- 1 OSCC Enterprise V9 Networking System
- 1 OSCC Enterprise V9 Outbound System
- 1 OSCC Enterprise V9 SDK RTM Server
- 1 OSCC Enterprise V9 Life of Call Reporting (requires additional server)

10. System Upgrade Section – General IP Network Requirements 12th bullet item (Page 21)

<u>Original Submission</u>: OpenScape Voice servers, Gateways, Session Border Controllers and other IP voice servicing network elements require a 100Mb/s full duplex switched LAN port. IP phones require, at least, a 10Mb/s full duplex switched LAN port.

Note: Baldwin County is asking if Unify has the option for gigabit.

<u>Revised Submission</u>: This is the minimum settings. Unify does have gigabit phones available in all model types. The Vmware® Softgate, OpenScape Access 500 a/l (V7), OpenScape 4000 Branch (V8) and the HG3500 V8 (STMIX) all support Gigabit connectivity.

11. Vendor Proposal Form Section – Annual Cost (page 36)

Original Submission: No itemized quote to support the one (1) and three (3) year options provided.

Revised Submission: Please see itemized quote for one (1) year and three (3) options

12. Vendor Proposal Form Section – Bill of Material (page 37)

Original Submission: Xpressions and Flex licenses.

Baldwin County is asking for clarification on the Xpressions and Flex licenses.

<u>Revised Submission</u>: The Flex licensing was reduced by the number of active trunks since no trunk licensing is required in Version 8. On Xpressions, apparently before V7R2 – which is the patch that we have proposed, there was no built in throttle on Xpressions voice/unified licensing (no license check). This meant that administrators could add licensing at any time. However, once we apply this patch update, there is a licensing check. Baldwin has purchased 501 voice licenses and 321 Unified licenses. Black Box to schedule call with Trent Davis and engineering to discuss in detail.



13. Maintenance Services Section (page 15) and Service Plan Section (page 39)

Original Submission: The Service Level response times do not match

Revised Submission:



ProtecNet®

COMPREHENSIVE SERVICE PLAN UNIFY OPENSCAPE4000 SYSTEM

SUPPORT SOLUTIONS

The Customer Solutions Center will provide remote diagnostics and resolve the problem or dispatch on-site assistance if needed. The Comprehensive Plan includes all parts, labor, and priority response.

SERVICE FEATURES

SUPPORT FROM SINGLE SERVICE PROVIDER	 One Toll-Free 800 # or via CSC com for all Service Requests * Materials Labor Included During Coverage Hours Corrective Maintenance **** Remotely Diagnose Problem **** (Requires 24.7 Remote Access) Dispatch On-Site as Needed Alarm Monitoring (optional) (Requires 1FB for NetPath) 	 Technical Assistance Center Work to Completion/Continuous Effort- Majors Manufacturer Corrective Software Updates ***** Escalation to Manufacturer Technical Assistance Center ***** 24 Hour x 7 Day Customer Solutions Center ** Product Correction Updates Include ******
DEFINED SERVICE Response Time	 Coverage Hours Sam-Spin, Monday- Friday 24x7 Emergency Protection for Major Failures Remote Response within Thirty (30) & Four (4) Hours On Sile (if problem is not solved remotely) Minutes of Initial Call for P1 and P2 service issues *** 	 Black Box Network Services Holidays Included Service is Available Outside of Coverage Hours at Current Labor Rates Remote and/or On Site Response within Twenty-Four (24) Hours of Initial Call for P3 service issues ***
BENEFITS	 Ease and Convenience of a Single Source Solution Priority Response and Problem Resolution for Major Failures 	 Experienced Technical Expertise Extended Service Protection Options Available Enabling Long Term Service Planning
Contact Name, pi ** The Black Box N dispatching on- c *** All maintenance be performed Service SL4 deter	all technical support engineers for problem vessiution.	to numbers. It personnel responsible for entering sustainer service requests and hed by us to most officiantly and officiently address the maintenance to treal impacts to business appendicus, specting significant appects to business operations, unues operations remain floctional.

new Requires 26:7 Uncestined Remove Access to constant's system via memory (VPN or other persistent connection).

***** 34 x 7 remote supplications

On-site installation wishin normal husiness hours for non-service affecting issues, also includes on site for service affecting issues after hours.