

RESOLUTION 22-50

**A RESOLUTION TO ACCEPT HOSTED IP PHONE PROPOSAL AND
AUTHORIZE THE MAYOR TO SIGN A MASTER ORDER AGREEMENT**

WHEREAS, the City's current on-premises IP phone system has reached end of service since installation in 2012; and

WHEREAS, a Request for Proposal for Hosted/Cloud Based VOIP system and IP phones was publicly advertised with bid opening on March 1, 2022; and

WHEREAS, after review of the Request for Proposals submitted, staff recommends acceptance of Black Box Network Services Option A at a cost of \$79,141.48 for a 3-year period.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and aldermen:

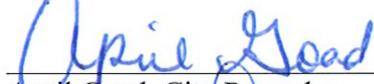
1. Accept Black Box Network Services Option A Request for Proposal.
2. Authorize the Mayor to sign the Master Order Agreement with Black Box Network Services, attached herein.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of March 2022.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 22-50
SUBMITTED BY: John Pewitt, GIS/IT Director
DATE: March 16, 2022
RE: To accept Hosted IP phone RFP
ATTACHMENTS: Hosted and On-Premises IP phone RFP

PURPOSE:

The purpose of this resolution is to authorize the acceptance of the Black Box Network Services Hosted IP phone proposal.

BACKGROUND:

The City's current IP phone system is passed end of service. It was authorized in 2011 and installed in 2012.

Staff advertised Request for Proposals of Hosted and On-Premises IP phone systems with bid opening on 1 March 2022.

Staff recommends accepting the Black Box Network Services Hosted Proposal.

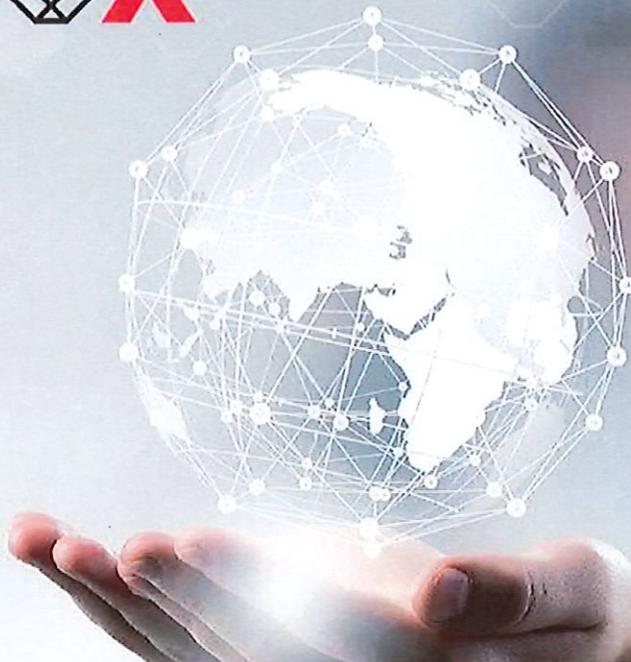
FINANCIAL IMPACT:

Funding for the phone system upgrade is included in the 2021 – 2022 GIS/IT budget in line item 110-41600-945. Budgeted \$120,000 but the hosted system first year cost is proposed at \$30,781.48 (first year with installation and onetime fees). Second and third year would average out to \$24,180 per year.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-50 to authorize the acceptance of Black Box Network Services Hosted IP phone proposal and authorizing the Mayor to sign the Master Order Agreement..

BLACK BOX[®]



City of Spring Hill

VoIP Phone Systems and IP Phones

Bid 2022

Option A – NEC Cloud

Presented by:

Spencer Follese
Account Manager
Black Box Network Services
(763) 657-5435
Spencer.Follese@blackbox.com
www.blackbox.com

Jaimie Olson
Inside Sales Representative
Black Box Network Services
O: (901) 797-2717
Jaimie.Olson@blackbox.com
www.blackbox.com

March 1, 2022

April Goad
City Recorder
City of Spring Hill
Spring Hill, TN 37174

Dear Ms. Goad,

Black Box is pleased to provide this proposal to the City of Spring Hill in response to your RFP for VoIP Phone Systems and IP Phones.

Black Box has a very clear understanding of the requirements and the resources necessary to provide the services requested. Black Box is confident the experience we can bring to the table will allow for a successful project and enhanced service levels.

I have summarized below some key points that make Black Box a strong candidate to be the successful bidder.

- Black Box's status as an NEC Triple Diamond Partner
- Black Box's 40+ years of experience providing similar services
- Black Box is financially stable
- Black Box is local and can provide a team of local, certified professionals
- Black Box provides similar services to other state, local, and federal governments nationwide

Should you require any further information or wish to discuss Black Box's proposal, please contact me at any time.

Sincerely,
Spencer Follse

Account Manager
Black Box Network Services
(763) 657-5435
Spencer.Follse@blackbox.com
www.blackbox.com



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Qualifications

Black Box is the world's largest technical services company dedicated to designing, building and maintaining today's complicated data and voice infrastructure systems. As a value-added reseller of platforms and applications from the industry's top manufacturers, and a provider of our own line of technology products and services, we design, build, and maintain today's complex voice and data networks.

Black Box's portfolios of services covers the spectrum of lifecycle support—from advice and consultation—to design assistance—to implementation and integration—to maintenance and ongoing operations support, management, and reporting. The Black Box team is local, manufacturer certified, and highly experienced. We are confident that no other company provides the technical knowledge, commitment, or support that Black Box offers.

 8,000+ Global Customers	 3,200+ Employees Globally	 2,500+ Technical Resources
 100+ Fortune 500 Companies	 30+ Global Technology Partnerships	 75 Delivery & Support Centers Across 6 Regions

Manufacturer Certifications



Black Box is an NEC Triple Diamond partner and has maintained a 30+ year relationship as NEC's largest dealer in the U.S. This longstanding relationship reflects the commitment between our two companies, and in turn NEC provides Black Box with a dedicated NEC Account Team with Premier Priority Access to NEC Pre-Sales Engineering, and Premier Priority Access to NEC NTAC (National Technical Assistance Center) when needed.

We are comprised of a fully trained and manufacturer-certified technical/professional work force possessing the experience, knowledge and skill sets required to assist, support and maintain Customer's NEC platforms. Our nationwide pool of engineers and technicians have access to both online and live certification classes at NEC's Dallas training center, and currently hold over 2,000 NEC certifications on NEC product lines and software application.



Similar Projects

Below are a few examples of projects with a similar size and scope in the government sector. Your account manager can coordinate contact between the City and our clients listed below.

	<p>Washington County migrated from a network of old NEC 2400's to an NEC SV9500 solution. The Black Box solution includes two SV9500 systems linked with NEC's fusion software and seven remote sites utilizing UG-50 gateways. The County's PRI's are delivered on UG-50 gateways and also delivering analog ports. They have a 200 agent contact center with QueWorX, DVS recording and survivable blades. Included are PC consoles, desktop applications and softphone license along with NEC's UCE manager for maintenance. An NEC UM8700 serves as the voice mail solution. Black Box deployed a mix of approximately 2300 digital and VoIP NEC telephones</p>
	<p>NEC SV9500 Full Scale Deployment for entire 4J School District across Thirty Five (35) Total Locations, deploying approximately two thousand three hundred (2300) VoIP Telephone Terminal End Points. NEC SV9500 Full Scale Deployment for entire 4J School District across thirty five (35) Total Locations, deploying approximately two thousand three hundred (2300) VoIP Telephone Terminal End Points.</p> <ul style="list-style-type: none"> • Main Site SV9500 Deployment is Virtual leveraging NEC Servers with OPEN-E Shared Storage allowing a Geo-Redundant VMWARE High Availability Fail Over to Disaster Recovery Location (Transportation Facility) on NEC Servers as well • Remaining Thirty Four (34) Locations are schools deployed with UG50 Chassis with SRMGC-S Internal Blades allowing full site survivability for VoIP Telephone Terminals End Points and support for TDM Connectivity such as Digital and/or Analog Station and/or Trunks. • Centralized UM8700 Unified Voice Messaging Server Software Deployment with SV9500 following VMWARE HA Strategy • Unified Communications (UCE) Server Software with SV9500 following VMWARE HA Strategy • Geographically Distributed PRI T-1 and SIP Trunks for Dial Tone and Business Continuation Routing
	<p>NEC SV9500 Full Software package including UM8700 Unified Messaging Voicemail, Contact Center Servers (Global Navigator & QueWorX IVR), UCE / UCE Manager, DVS analytics Call Recording, MGSIP Gateway)</p> <ul style="list-style-type: none"> • SV9500 Complete Package Virtualized on VMWARE deployed on World Class NEC Fault Tolerant Servers built Fully Redundant at the Main Site • UG50 built with PRI T-1 Blade, Analog Station Blades to support TDM Connectivity + VS-32 built to support Delay Announcements & Paging at the Main Site • UG50 built with PRI T-1 Blade, Analog Station Blades to support TDM Connectivity + VS-32 built to support Delay Announcements & Paging at the Secondary Site • SR-Node configured for Secondary Site for Geo Resiliency /Survivability to support up to 200 IP Phones for all Call Control inbound & outbound including but not limited to ACD Call flow Functions



	<ul style="list-style-type: none">• One Hundred Sixty Five (165) GG Full Color Display Desi Less Full Duplex Speaker Telephones• One Hundred Twenty Five (125) UC700 Desktop Clients –<ul style="list-style-type: none">○ Rich Presence Status and Update Status, Instant messaging + Group Chat○ Voice, Video & Web Conferencing + White Boarding, Desktop Sharing Screen & Screen Captures○ Visual Voicemail, Call Control for click to answer, click to call, transfer, Smart Tag Feature for Highlight Number on any program call, calendar integration○ Individualized Contact Rules to route specific caller ID based calls to destination• Forty (40) UC700 Agent<ul style="list-style-type: none">○ All Standard Features of the UC700○ ACD Features Controls – Log in, Log Out, Break Mode○ ACD Features Analytics – Real Time Values + Alarms on Thresholds• Ten (10) MC550 Mobile Clients with Softphone<ul style="list-style-type: none">○ Network – Both Internal and External Accessible○ Mobilized Features of the UC700○ Augmented with Softphone, Individual Contact Rules○ Rich Presence Status & update, Chat & Group Chat• Ten (10) Multi-Line Clients (MLC – Mobile)<ul style="list-style-type: none">○ Provides single number reach, simultaneous ringing of devices, access to system features and access to voicemail○ Enables programming of ringtones and configuration of soft-keys○ Syncs and provides access to mobile device and Microsoft® Outlook® contacts○ Supports Bluetooth® and wired headsets
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Univerge Blue Connect Brochure



CONFIDENTIAL SERVICES PROPOSAL FOR UNIVERGE BLUE® CONNECT



Thank you for considering NEC's UNIVERGE BLUE® CONNECT for your business's communications and collaboration needs. Since 1889, NEC has built a reputation on delivering reliable, quality Information and Communications Technology (ICT) solutions, paired with unparalleled customer service. This is why you can be assured when choosing NEC's UNIVERGE BLUE® CONNECT solution, you are selecting a cloud services partner you can rely on and trust for your business's communications needs. UNIVERGE BLUE® CONNECT integrates the collaboration and productivity tools you require into one highly mobile platform that's as easy-to-use as it is robust.

Our team of talented and dedicated employees are ready to go above and beyond to make you happy, and we intend to earn your business each and every day of the year. We sincerely hope you'll let us become a part of your team and your business's success.



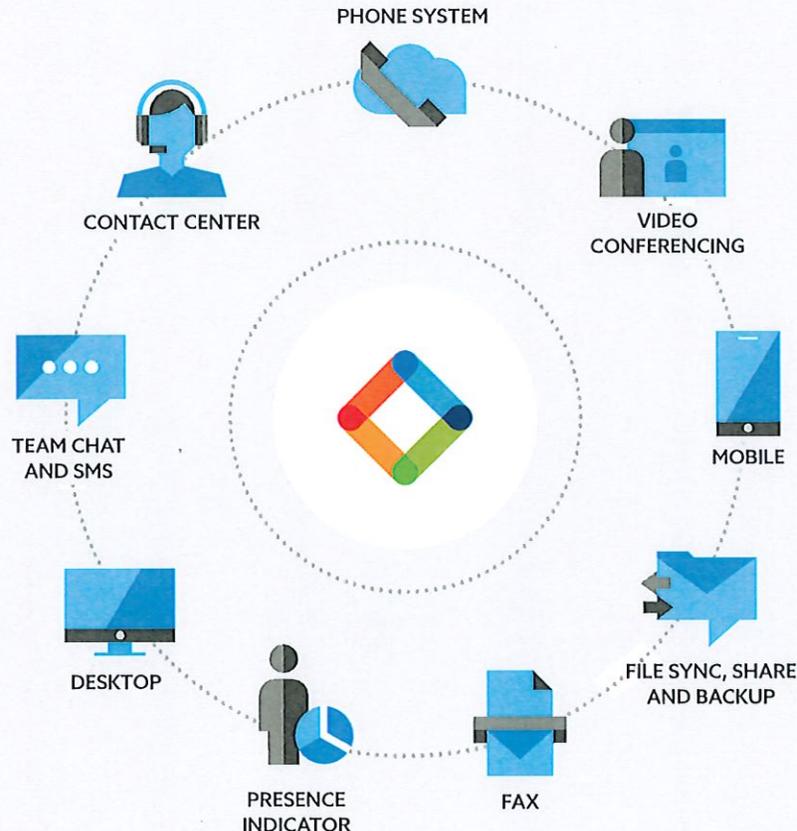


UNIVERGE BLUE® CONNECT

UNIVERGE BLUE® CONNECT is an easy-to-use cloud-based communications platform that helps employees to be more productive and collaborative. It includes a full-featured phone system combined with chat, web/video conferencing, collaboration and backup capabilities.

UNIVERGE BLUE® CONNECT

- › Includes 100+ enterprise-grade calling features
- › Free local and long distance calling to anywhere in U.S., Canada & Puerto Rico
- › UNIVERGE BLUE's pre-programmed, plug and play desk phones makes installation easy
- › Flat, per-user rates, with flexible contract options and terms from month to month up to 5 years
- › The UNIVERGE BLUE® CONNECT Mobile App makes any smart phone an essential collaboration tool
- › The UNIVERGE BLUE® CONNECT Desktop App integrates with company directory, showing employee availability and enabling click-to-call
- › Changes to system settings, devices, or users can be performed by phone administrators online
- › Powerful video conferencing, screen sharing and file sharing features facilitate better collaboration



UNIVERGE BLUE® CONNECT BENEFITS TO YOUR BUSINESS



INCREASED PRODUCTIVITY

UNIVERGE BLUE® CONNECT makes a more productive workforce

- › Allows a user's mobile devices to interact seamlessly with the corporate phone system
- › Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- › Transcribes voicemail messages to text and/or email, allowing for more efficient voicemail management
- › Integrated chat and SMS*, video conferencing, screensharing, file sharing, file backup and integrations extends reach and facilitates collaboration



LOWER COSTS

No phone system hardware to buy, install, manage, upgrade or replace**

- › Reduces infrastructure and operating costs with no additional hardware to buy
- › Consolidates voice and data onto one network
- › Flat, per-user rates with no extra or hidden fees**
- › 100+ enterprise-grade calling features INCLUDED in the service



HIGH RELIABILITY

The UNIVERGE BLUE® CONNECT voice network is purpose-built for reliability

- › 99.999% financially-backed uptime SLA
- › VoIP tests help ensure a reliable connection and high voice quality
- › Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

UNIVERGE BLUE® CONNECT scales according to the needs of any business

- › Order service according to the number of users; no guessing number of lines needed
- › Ordering additional service is easy & can be done online; no technician or special expertise required
- › Manage service and features using user-friendly UNIVERGE BLUE® CONTROL PANEL
- › Scales to a large number of users per business



BUSINESS CONTINUITY

Never miss an important business call

- › UNIVERGE BLUE® CONNECT automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



ENHANCED CUSTOMER EXPERIENCE

- › Option to add UNIVERGE BLUE® ENGAGE Contact Center at any time
- › Contact Center delivers more responsive, informed, and positive customer experiences
- › Plans for businesses of all sizes, industries, and levels of sophistication

[CLICK HERE FOR MORE INFORMATION ON CALL RATES](#)

* SMS is only for UNIVERGE BLUE® CONNECT licenses. SMS must be enabled by business administrator.

** Only available for UNIVERGE BLUE® CONNECT licenses

UNIVERGE BLUE® CONNECT

THE BUSINESS-CLASS FEATURES YOU DESERVE



100+ PHONE SYSTEM FEATURES

- › Call Forwarding
- › Call Park
- › Call Transfer
- › Do Not Disturb
- › Call Recording
- › 3-way Calling
- › Caller ID
- › Extension Dialing
- › HD Audio
- › Call Waiting
- › Receptionist Routing
- › Music on Hold
- › Voicemail Transcription
- › Spam Caller Protection
- ... And many more



VOICEMAIL

- › Voicemail to email via WAV file
- › SMS notifications
- › Voicemail transcription
- › Auto-delete of voicemail after 90 days
- › Change personal greeting
- › Remote voicemail access



BUSY LAMP FIELD (BLF)

- › Indicates presence – whether another user's phone is currently in use
- › Other user extension and name information is presented as virtual 'buttons' on the desk phone LCD display
- › The BLF display can be used for speed dials, and also to make or take calls on behalf of another user



VIDEO CONFERENCING

- › HD video conferencing eliminates unnecessary travel and empowers teams with remote members to be more productive
- › Share your computer desktop with team members in real time, improving collaboration and speed of decision making
- › Includes a conference dial-in number and custom URLs for meetings



FILE COLLABORATION

- › Easy and secure file sharing
- › Access the most current version of files from any device
- › Co-edit in real time
- › Access file server content from mobile devices without a VPN



CALL FLIP

- › Allows the user to seamlessly move an active call from the desktop phone to a mobile phone or vice versa
- › Helps keep the conversation going without having to disconnect the call



WEBFAX

- › Users receive, view, manage faxes via the web, or as email attachments
- › Users may send faxes from any Internet-connected PC
- › Does not require an additional phone line



TEAM CHAT & SMS

- › Send 1:1 messages with individual chat, or group messages using private and public channels
- › Pin favorite contacts to the top of your list
- › Chat and SMS messages automatically sync across desktop and mobile devices
- › View free/busy/away statuses of all your contacts

SMS

- › Send and receive unlimited text* messages to US, Canada and Puerto Rico from your business phone number to colleagues and customers
- › SMS messages are securely encrypted in transit and at rest

* SMS must be enabled by business administrator



OPTIONAL: UNIVERGE BLUE® ENGAGE (CONTACT CENTER)

- › Smart queueing technology tells customers their position in line, plus wait time
- › Deep analytics and reporting help you visualize gaps and improve performance
- › Omni-channel capabilities help you connect with customers through their preferred modes of communication

UNIVERGE BLUE® CONNECT MOBILE AND DESKTOP APPLICATIONS



UNIVERGE BLUE® CONNECT MOBILE APPLICATION

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send and receive chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available for Android™ and iOS.

Never miss important calls

- › Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device-seamlessly, without interruption

Easily collaborate from anywhere

- › Your full desktop chat and SMS history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are

Connect with all of your contacts

- › Sync contacts on your mobile device from popular third-party platforms (Office 365®, G-Suite®, and more) to your CONNECT Apps

UNIVERGE BLUE® CONNECT DESKTOP APPLICATION

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send team chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available as a downloadable app for PC or Mac®.

Communicate your way

- › Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac®

One application for collaboration

- › One place to see the availability of coworkers, place a phone call, send chats and text messages and launch a video conference

Stay connected on-the-go

- › With the CONNECT desktop and mobile applications, you take your contacts, files and conversations with you – wherever you are



UNIVERGE BLUE® MEET

VIDEO CONFERENCING & SCREEN SHARING

UNIVERGE BLUE® MEET is an easy-to use, reliable video collaboration tool.

- › HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive
- › Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making
- › Screen annotation: Meeting participants can call out important points on a shared screen during a meeting
- › Includes a conference dial-in number, and custom URLs for meetings
- › ESSENTIALS package includes up to 4 web and video panel participants
- › PRO package includes up to 100 web participants and 100 video panel participants
- › PRO PLUS includes up to 200 web participants and 100 video panel participants



UNIVERGE BLUE® MEET WEBINAR

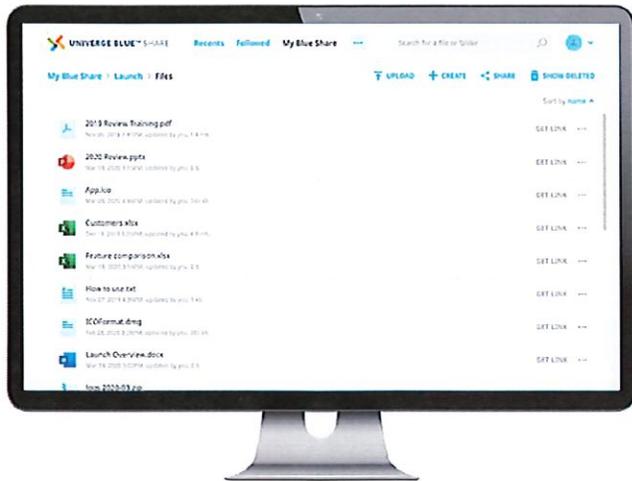


WEBINARS

UNIVERGE BLUE® WEBINAR makes telling your stories easier than ever.

- › Promote webinars with customizable invitations, registration pages and email reminders
- › Host webinars with up to 12 HD video presenters and up to 1,000 attendees
- › Launch quick polls, share results in real-time and gauge audience reactions to content with emojis.
- › Record sessions and report on who viewed the recording
- › Generate detailed reports on attendance, performance, chat, polls, Q&A, and surveys; follow up with emails and surveys to push attendees down the purchasing funnel

All webinar packages include UNIVERGE BLUE® MEET PRO functionality.



FILE SHARING & SECURITY

File sync and share with backup for desktops, mobile devices, and file servers.

- The most current version of files from any device
- Easy and secure file sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange® Email, Active Directory, Outlook®, Office®, and Office 365®
- Full control over files, users, devices, and sharing activities
- PRO includes 50GB (pooled), PRO PLUS includes 200GB (pooled)



UNIVERGE BLUE® ENGAGE COMPLETE (OPTIONAL WITH CONNECT OR AS STAND ALONE WITH YOUR EXISTING PBX)

Deliver the ultimate customer experience with a full-featured Omni-channel Contact Center solution. For sophisticated contact center needs that delivers exceptional performance – bolstered by built-in omni-channel, custom integrations, inbound/ outbound capability, scheduling management, workforce optimization, and much more.

- Built-in Omni-Channel includes voice, Outbound Voice capabilities, SMS, chat, and email queues
- Desktop & Web Application – single pane of glass for voice, chat, email, and SMS queues
- Managers can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- Skills-, geo- and rules-based routing
- Scheduled & custom reports
- Queued callbacks & voicemails
- Customizable IVRs let you map out call flow to deliver efficient routing and resolutions
- Report Scheduling
- Routes calls according to Administrator specifications: Last Agent, Preferred Agent, etc
- Call Recording and Screen Recording
- Structured, consistent feedback via Evaluator Screen recording
- Dynamic Notifications for outreach campaigns via voice
- Schedule Manager helps optimize your workforce and balance staff resources against demand



UNIVERGE BLUE® ENGAGE

UNIVERGE BLUE® ENGAGE (CONTACT CENTER) improves customer interactions for businesses of all sizes and helps you differentiate from the competition where it matters most – the customer experience.

UNIVERGE BLUE® ENGAGE CORE (OPTIONAL SOLD WITH CONNECT)

A simple, yet sophisticated suite of call handling and routing features combined with seamless integration into mainstream CRM applications. Designed to deliver consistently positive customer experiences and to empower your customer care, sales, and service teams.

- › Inbound Voice Queues for Small Business or Team Environment
- › Requires UNIVERGE BLUE® CONNECT
- › Named Agent Licensing (The addition of UNIVERGE BLUE® ENGAGE CORE requires an active subscription to UNIVERGE BLUE® CONNECT for each agent and supervisor)
- › Each Contact Center user (agent or manager/supervisor) needs to have a UNIVERGE BLUE® ENGAGE CORE license assigned
- › Users who are both an Agent and Supervisor/Manager still require only one license
- › Call Recording – Adding UNIVERGE BLUE® ENGAGE CORE Doubles the call recording storage that comes with CONNECT (From 100 Hours to 200 Hours)
- › Agent options are login and logout
- › Supervisors can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- › Supervisors see agent status as **Logged Out**, **Ready** (logged in), **Ringin**g, **On-phone**, **Wrap up** or **Idle!**
- › Idle! Status is used when an agent does not answer a call after defined ring time expires
- › Call Routing Options
 - Longest idle – An algorithm determining the most inactive logged in user and routes calls in descending order of activity
 - Round robin– Equal call distribution through all logged in users, ringing sequentially
- › Next person on the available list gets the call
 - Sequential – Top - down (ordered, when you have an ideal first person in the group)
 - Simultaneous – All logged in users phones ring at the same time, first person to pick up retrieves the call
- › Smart Greetings (announces # of callers in queue, estimated waiting time)
- › Wallboard Monitoring for Supervisors
- › Active Report is available for All agents and for each agent separately

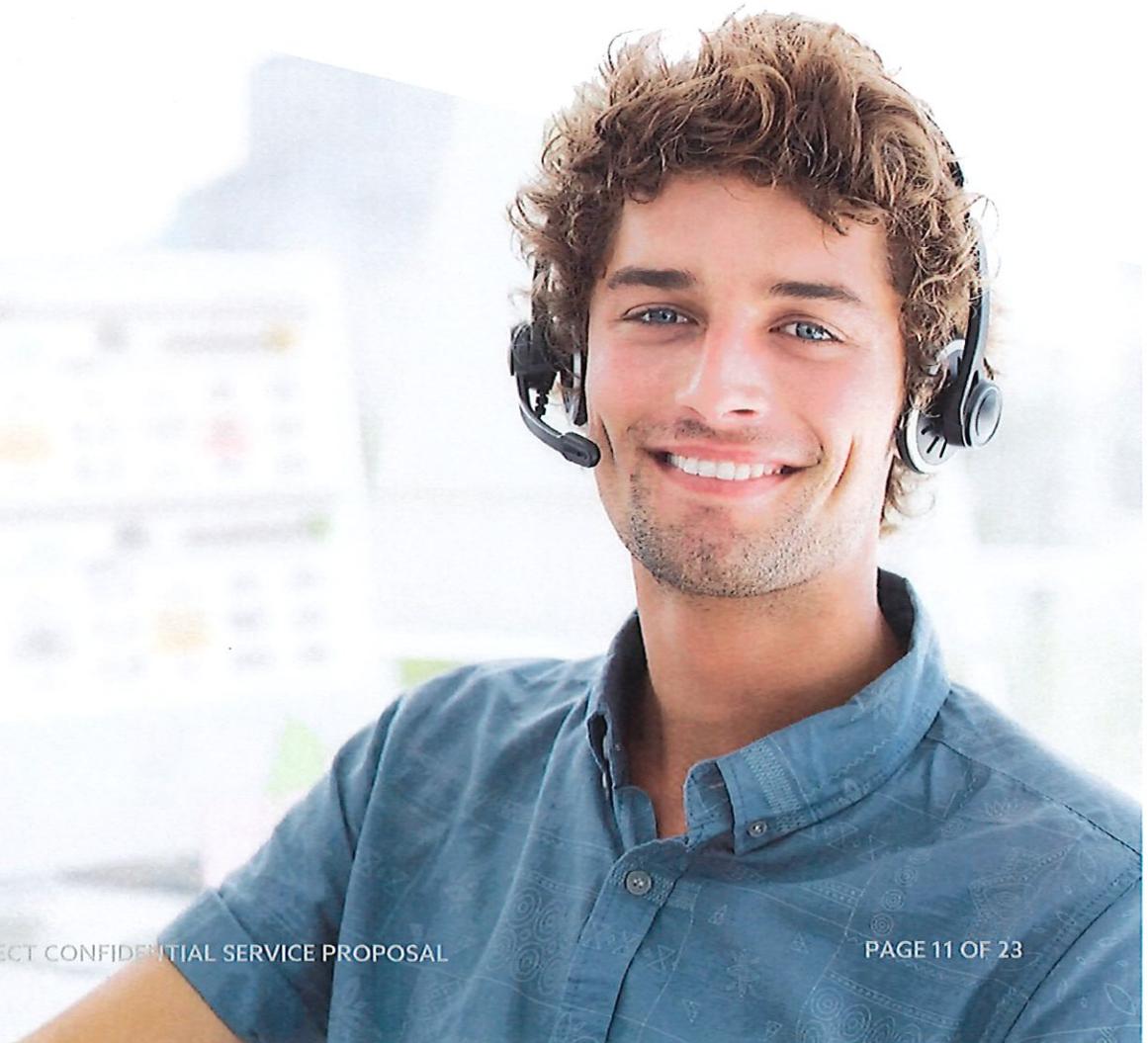


UNIVERGE BLUE® ENGAGE

UNIVERGE BLUE® ENGAGE ADVANCED (OPTIONAL WITH CONNECT OR AS STAND ALONE WITH YOUR EXISTING PBX)

Enhance your interactions, insights, and customer engagement with the package that offers IVR, skills-based call routing, and historical reporting. You also get the option to add full omni-channel capabilities to take the conversation well beyond just voice.

- › Inbound Voice Queues with the option to add Outbound Voice capabilities, SMS, chat, or email queues
- › Desktop & Web Application – single pane of glass for all communications
- › Managers can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- › Skills- and rules-based routing
- › Scheduled & custom reports
- › Queued callbacks & voicemails
- › Customizable IVRs let you map out call flow to deliver efficient routing and resolutions
- › Report Scheduling
- › Routes calls according to Administrator specifications: Last Agent, Preferred Agent, etc
- › Call Recording





OVER
\$29 BILLION
REVENUE



#1
SMB & ENTERPRISE
COMMS **WORLDWIDE**

LEADER IN
BIOMETRICS



75 MILLION
GLOBAL USERS



TOP 100
GLOBAL INNOVATORS
(THOMSON REUTERS)



**RECOGNIZED
AS A LEADER**
BY FROST & SULLIVAN
IN ENTERPRISE
COMMUNICATIONS
TRANSFORMATION



125+
COUNTRIES

GLOBAL 100
MOST SUSTAINABLE
COMPANIES IN THE WORLD
(CORPORATE KNIGHTS)



107,000
TEAM MEMBERS
WORLDWIDE



4,000+
CHANNEL
PARTNERS

Americas (US, Canada, Latin America) – NEC Corporation of America – www.necom.com
EMEA (Europe, Middle East, Africa) – NEC Enterprise Solutions – www.nec-enterprise.com
Australia – NEC Australia Pty Ltd - au.nec.com
Asia Pacific – NEC Asia Pacific – www.nec.com.sg
Corporate Headquarters (Japan) – NEC Corporation – www.nec.com

About NEC Corporation – NEC Corporation is a leader in the integration of IT and network technologies that benefit businesses and people around the world. By providing a combination of products and solutions that cross utilize the company's experience and global resources, NEC's advanced technologies meet the complex and ever-changing needs of its customers. NEC brings more than 120 years of expertise in technological innovation to empower people, businesses and society.

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Proposal Form



PROPOSAL FORM

TO: City of Spring Hill Department of Finance
 Attn: April Goad, City Recorder
 City of Spring Hill
 Spring Hill, TN 37174

Re: VoIP Phone Systems and IP Phones Bid 2022

Having examined the specifications for VoIP based phone systems and IP phones for City of Spring Hill, we (I) submit the following proposal:

IP Phone Systems	Device cost	Installation	Wiring*	Total
City Hall	Not Applicable: Please see breakout on Site Worksheet for NEC Univerge Blue Solution			
Fire Station #3	Not Applicable: Please see breakout on Site Worksheet for NEC Univerge Blue Solution			

If determined at site survey additional wiring required.

IP Phones / Cordless Phones / Wireless Headsets TOTAL from attached SITE

WORK SHEET \$ 30,781.48 (1st Year with Installation and Onetime Fees)

Annual Maintenance ¹ \$ 0.00

Remote Assistance ² \$ 0.00

Onsite Assistance ³ \$ 0.00

Training Sessions (4) \$ Included with Remote Installation

1, 2, and 3: These will be a recurring cost annually and will be stated in the contract.

Total Project Bid \$ 79,141.48 (3 Year total included Installation and one time fees)

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

Mailing Address: 9155 Cottonwood Lane North, Maple Grove, MN 55369

Telephone Number: (763) 657-5435

Signature of bidder:  D138DE7BAB1148C...

Title of bidder: VP of Finance

SITE WORK SHEET: Hosted Phones / Cordless Phones / Wireless Headsets cost & installation

Location	Hosted Phones	Hosted Phone cost per Site (Monthly)	Hosted Phone cost per Site (Yearly)	One-Time Charges **Not including potential taxes**	Wireless Headsets	Device Cost	Installation Cost per Site	Total Cost per Site **Year 1 + Installation and Potential Taxes**	Total Contract Cost per Site **3 Years Service + Installation and Potential Taxes**
City Hall Upstairs	29	\$449.50	\$5,394.00	\$75.76	15	\$4,006.05	\$498.80	\$9,974.61	\$20,762.61
City Hall Downstairs	13	\$201.50	\$2,418.00	\$33.96	0	0	\$223.60	\$2,675.56	\$7,511.56
IT Building	6	\$93.00	\$1,116.00	\$15.67	0	0	\$103.20	\$1,234.87	\$3,466.87
Library (Including 1 Cordless Device)	12	\$186.00	\$2,232.00	\$31.35	0	0	\$206.40	\$2,469.75	\$6,933.75
Parks & Rec	10	\$155.00	\$1,860.00	\$26.12	0	0	\$172.00	\$2,058.12	\$5,778.12
Codes & Planning	9	\$139.50	\$1,674.00	\$23.51	0	0	\$154.80	\$1,852.31	\$5,200.31
PD Headquarters	18	\$279.00	\$3,348.00	\$47.02	0	0	\$309.60	\$3,704.62	\$10,400.62
Fire Station 1	2	\$31.00	\$372.00	\$5.22	0	0	\$34.40	\$411.62	\$1,155.62
Fire Station 2	7	\$108.50	\$1,302.00	\$18.29	0	0	\$120.40	\$1,440.69	\$4,044.69
Fire Station 3	3	\$46.50	\$558.00	\$7.84	0	0	\$51.60	\$617.44	\$1,733.44
Water Treatment Plant	5	\$77.50	\$930.00	\$13.06	0	0	\$86.00	\$1,029.06	\$2,889.06
Waste Water Treatment Plant	3	\$46.50	\$558.00	\$7.84	0	0	\$51.60	\$617.44	\$1,733.44
Public Works	14	\$217.00	\$2,604.00	\$36.57	0	0	\$240.80	\$2,881.37	\$8,089.37
TOTAL	130	\$2,015.00	\$24,180.00	\$342.23	15	\$4,006.05	\$2,253.20	\$30,781.48	\$79,141.48

Master Order Agreement



Master Order Agreement



1. **AGREEMENT.** This Master Order Agreement is between ("Customer") and Norstan Communications, Inc. d/b/a Black Box Network Services ("Black Box"), and sets forth the legal rights and obligations governing Customer's orders for the purchase, installation, maintenance and warranty of telecommunications, network infrastructure, cabling, Internetworking, distributed antennae systems, and/or converged equipment ("Equipment") and/or licensed software (collectively, the "System"), or other related services, including managed and professional services, (collectively, "Services") at a single location or multiple locations as described in the applicable Order Form. This Agreement consists of these terms and conditions, signed order form(s) the "Orders"), a Statement of Work ("SOW"), and if applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below). Black Box may perform the Services with personnel of Black Box or any of its parent companies, subsidiary companies or companies under direct and indirect common control therewith (each, a "Black Box Entity" and collectively, "Black Box Entities") or with subcontractors to Black Box and/or Black Box Entities ("Subcontractors"). Black Box shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of Black Box under this Agreement, whether or not performed in whole or part by Black Box, any Black Box Entity or any Subcontractor.

2. **TERM.** The term of this Agreement shall commence on the date Black Box executes this Agreement (the "Effective Date"), and will continue for three (3) years thereafter (the "Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. If neither Customer nor Black Box provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term, the Term will automatically renew for additional periods of one (1) year.

3. **PRICE AND PAYMENT TERMS.** (A) **Price.** The System price and/or Services fee, excluding applicable taxes, fees and shipping and the payment terms are set forth on the applicable SOW and/or Order. (B) **Sales and Use Taxes.** Customer is responsible for all applicable taxes, including, but not limited to, value-added, sales and excise tax (as applicable), shipping, handling and other charges applicable to the Equipment, Software and/or Services provided under this Agreement. Customer agrees either to pay to Black Box the amount of all applicable taxes or to provide evidence of exemption no later than the date of any Order. (C) **Due Date.** All charges, unless otherwise specified in the Order or an SOW are due net thirty (30) days from the date of the invoice. Any amounts not paid when due shall bear interest at the lesser of a rate of 1.5% per month, or the maximum permitted by law.

4. **ORDERING PROCEDURES.** (A) **Orders.** Customer shall sign an Order and/or SOW for Equipment, Systems and/or Services ordered during the Term. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement. (B) **Change Orders.** When changes in the System and/or Services are requested by Customer or are otherwise necessitated as set forth in this Agreement ("Change Order"), Black Box shall promptly estimate the monetary effect and so notify Customer. If the Change Order affects the cost or time of performance under an Order or SOW, Customer and Black Box will mutually agree in writing to an equitable adjustment to the amount of which shall be payable to Black Box as set forth in the Order and/or SOW. (C) **Acceptance.** Equipment will be deemed accepted by Customer five (5) business days after its delivery date for drop ship orders or installation date for installed Equipment, unless Customer notifies Black Box in writing within such period of any non-conformities. Upon such notice, Black Box will promptly correct any such non-conformities to the specifications of the SOW.

5. **RETURNS.** Black Box will only accept return of Equipment which: (i) is returned within thirty (30) days of delivery; (ii) reflects a Return Merchandise Authorization ("RMA") number issued by Black Box; (iii) is in its original packaging; and (iv) is in the same condition as delivered. Black Box may charge a restocking fee for Equipment Order's cancelled prior to installation or returns unless the Equipment is defective, or delivered in error. Notwithstanding the foregoing, custom ordered Equipment is non-returnable.

6. **RISK OF LOSS AND TITLE.** Customer assumes the risk of loss of the System from the date of delivery. Title shall pass to Customer upon full payment of the System price, including taxes, shipping, handling and other applicable charges.

7. **SOFTWARE DEPLOYMENT.** Customer acknowledges that Black Box may utilize its own software or third party software to perform certain Services, e.g., managed or professional services, as set forth in the SOW and that in some instances such software may be placed on Customer's servers during the Term. Furthermore, Customer acknowledges that Black Box is not providing a license to Customer to use

such software as it is only provided as a feature of the Services. At either the Agreement or an applicable Order's expiration or termination, all such software shall be deleted and/or removed from Customer's server.

8. **SOFTWARE LICENSE.** (A) **Direct License.** If applicable, Customer agrees to be bound by the Software publisher's or Equipment manufacturer's Software and/or end user license agreement. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the work site shall be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations and shall not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such work site without liability.

10. **WARRANTY.** Unless otherwise set forth in an SOW or Order, the following terms shall apply: (A) **Black Box Warranty.** Black Box warrants that all Equipment shall be free from defects in material or workmanship under proper and normal use and will conform to the specifications for a period of ninety (90) days from delivery, provided that if a System is installed in phases, the ninety (90) day period shall commence at the acceptance of the applicable phase, and that all Services shall be performed in a good and workmanlike manner and be free from material defects for a period of thirty (30) days from the date of performance of the Services. (B) **Additional Manufacturer Warranty.** In addition to the Black Box warranty in Section 10(A), all manufacturer's end user warranties or conditions for Equipment provided hereunder are passed through to Customer. Black Box will provide reasonable assistance to Customer in presenting any such Equipment claims to the manufacturer. The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty or conditions shall be limited to the remedies set forth in the manufacturer's end user warranties or conditions. Black Box is required to provide Customer with the following manufacturer warranty information located at <https://www.bboxservices.com/legal/terms-conditions-of-sale>.

Customer acknowledges that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty or condition and may result in a denial of Software support services. (C) **Remedies.** Black Box's sole liability and obligation, and Customer's sole and exclusive remedy, for failure by Black Box to meet any of the warranties or conditions set forth in this Section shall be, at Black Box's option, to: (x) re-perform the defective Services, (y) repair or replace the defective Equipment; or (z) in the event that (x) and (y) are not commercially practicable, refund the fees previously paid by Customer to Black Box for the defective Services or Equipment. (D) **Limitations.** The warranties and conditions set forth in this Section apply solely to Customer and to no other third parties. Such warranties and conditions are not applicable to any deficient Services or Equipment where such deficiency is caused by: (i) any actions of third parties, where such actions were not expressly approved by Black Box in writing; (ii) the failure by Customer or any third party to follow Black Box's installation, operation or maintenance instructions; (iii) any failure of third party products that were not provided or serviced by Black Box; (iv) any abuse, misuse or negligent acts of Customer or any third parties; (v) force majeure events or any other environmental causes not attributable to Black Box; or (vi) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries). (E) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, BLACK BOX MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OR CONDITION OF NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. BLACK BOX MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR ANY WARRANTY OR CONDITION OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. BLACK BOX SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO BLACK BOX'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR

Master Order Agreement



DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, COST OF COVER OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES) INCLUDING ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING LIMITATION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 14 (CONFIDENTIALITY) OR CUSTOMER'S BREACH OF SECTION 8 (SOFTWARE LICENSE).

12. INDEMNIFICATION. (A) **General.** Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing. (B) **IP Indemnification.** Black Box shall indemnify Customer from and against any liabilities and damages arising out of or relating to any claim by a third party that the System or Services infringe upon any United States and/or Canadian patent or copyright. Customer shall promptly notify Black Box in writing; give Black Box the sole right to defend and settle any suit, and, at Black Box's request, cooperate and assist in the defense as requested by Black Box. This indemnity shall not extend to any suit or proceeding which is based upon: (i) a claim covering any combination of equipment and/or software in which the System is solely an element and such element by itself does not form a basis for the claim; (ii) a claim arising from any item furnished by Customer, including, but not limited to, systems or any portions thereof installed by a third party other than Black Box or Black Box's representatives; (iii) a claim arising from use of components manufactured, developed or programmed to Customer's production specifications at Customer's request; or (iv) a claim arising from use of the components in a manner or for a purpose not contemplated by this Agreement. Should the System or its components become subject to a claim of infringement of a United States and/or Canadian patent or copyright, Black Box may, at its option and expense: (x) procure for Customer the right to continue the uninterrupted use of the affected Equipment and/or Software; (y) replace or modify the same so that it becomes non-infringing; or (z) refund to Customer the depreciated value of the affected components on a straight line five (5) year basis from the date of acceptance, in which case Customer shall return the affected components to Black Box. Black Box's total cumulative liability under this Section shall be limited to the System price of the affected component or System or the Service fee giving rise to the claim together with all litigation costs, including Court awarded damages and settlement payments. This Section sets forth the Customer's **SOLE AND EXCLUSIVE REMEDY** for any patent or copyright infringement claims.

13. TERMINATION. (A) The non-breaching party may terminate this Agreement and/or any outstanding SOW or Order and/or pursue its remedies in law or equity, including injunctive relief (if permitted by applicable law), except as otherwise limited by this Agreement, in the event that: (i) immediately if Customer breaches Section 8(B); or (ii) a party commits a material breach of this Agreement (other than a breach for Section 8(B)) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach. In addition to any other rights or remedies set forth herein, in the event Black Box terminates this Agreement or any SOW or Order placed hereunder pursuant to this Section, Customer shall promptly pay Black Box for the System and any Services provided, including all costs incurred, up to the date of termination, including any third party early termination charges. (B) The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above or if required by regulation, statute, judicial action or other applicable legal requirement.

14. CONFIDENTIALITY. During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any

other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

15. FORCE MAJEURE. Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lightning.

16. NOTICES. Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 9155 Cottonwood Lane, North, Maple Grove, MN 55369. Customer shall notify Black Box of any changes to its address.

17. GENERAL PROVISIONS. (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior written consent, which shall not be unreasonably withheld. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** (i) For United States based work, this Agreement shall be governed by the laws of the State of Delaware without regard to its choice of laws principles; or (ii) for Canadian based work, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to its choice of laws principles. (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration of this Agreement or any Order. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) the SOW; (iii) any Order; and (iii) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature or pdf. copy to bind the other party. (K) **Language.** The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices and schedules, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis et schedules, qui s'y rattachent, soient rédigés en langue anglaise. (L) **Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail, text nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

By:  (CUSTOMER)
Name: Jim Haggaman
Title: Mayor
Date: 3-21-2027
NORSTAN COMMUNICATIONS, INC.
d/b/a BLACK BOX NETWORK SERVICES
By: _____
Name: _____
Title: _____
Date: _____