

RESOLUTION NO. 75-2023

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF THE PROPOSAL FROM BUSINESS COMMUNICATION SPECIALISTS (BCS) FOR FIREWALL ENDPOINT PROTECTION SERVICES AND RELATED EQUIPMENT IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED NINETY-TWO AND 45/100 DOLLARS (\$30,992.45).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO, THAT:

SECTION 1. That the City Manager is hereby authorized to accept the proposal of Business Communication Specialists for the provision of firewall endpoint protection services and purchase of related equipment in the amount of Thirty Thousand Nine Hundred Ninety-Two and 45/100 Dollars (\$30,992.45); a copy of the proposal is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council

ADOPTED:

14 NOV 2023



Monty Tapp, Mayor



QUOTE

162 Main Street Wadsworth, OH 44281
 Phone: 330.335.7276 Fax: 330.335.7275
 www.bcsip.com

Number AAAQ18656-03
Date Nov 8, 2023

Sold To	Ship To	Your Sales Rep
City of Huron Stuart Hamilton 417 Main Street Huron, OH 44839 United States Phone 1-419-433-5000 Fax	City of Huron Stuart Hamilton 417 Main Street Huron, OH 44839 United States Phone 1-419-433-5000 Fax	Doug Demiter 330-335-7276 dougd@bcsip.com

Qty	Description	Unit Price	Ext. Price
72	3-Year Subscription for Sophos Central Intercept X Advanced (Workstations)	\$85.70	\$6,170.40
10	3-Year Subscription for Sophos Central Intercept X Advanced (Servers)	\$237.45	\$2,374.50
1	Sophos XGS 3100 Security Appliance with 3-Year Xstream Support	\$14,102.50	\$14,102.50
1	Sophos XGS 3100 Security Appliance with 3-Year Enhanced Support	\$6,845.05	\$6,845.05
10	Estimated Hours for Setup/Configuration assistance as needed	\$150.00	\$1,500.00

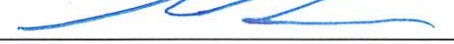
This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms
Signature of Acceptance

SubTotal	\$30,992.45
Tax	\$0.00
Shipping	\$0.00
Total	\$30,992.45

Print Name: Matthew Laska, City Mgr. Date: 11/15/2023

Signature: 

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.



Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
 - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer