

**RESOLUTION APPROVING AGREEMENT WITH BUSINESS COMMUNICATION SPECIALISTS (BCS) FOR PHONE UPGRADE PROJECT, ASHTABULA COUNTY NURSING & REHABILITATION CENTER**

WHEREAS, Connie Eyman, ACNRC Administrator, has presented an Agreement for the approval of the Board, to-wit:

**Scope:** to provide equipment and installation for the phone upgrade project at the Ashtabula County Nursing & Rehabilitation Center. This contract is approved under the Cooperative Purchasing Contract, Sourcewell Contract No. 022719-MBS and therefore does not need to be competitively bid.

**Provider:** Business Communication Specialists (BCS), 162 Main St., Wadsworth, OH 44281

**Cost:** Not to Exceed, \$74,954.00

**Term:** usually 10-14 working days after receipt of payment and signed proposal; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2021-7ACNH

May 25, 2021

**RESOLUTION APPROVING AGREEMENT WITH BUSINESS COMMUNICATION  
SPECIALISTS (BCS) FOR PHONE UPGRADE PROJECT, ASHTABULA COUNTY  
NURSING & REHABILITATION CENTER**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

**VOTE:**

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcsip.com

# QUOTE

**Number** AAAQ14860-01  
**Date** Apr 19, 2021

Sold To	Ship To	Your Sales Rep
<b>Ashtabula County Nursing Home</b> Constance Eyman Kingsville, OH 44048 United States  <b>Phone</b> (440) 224-2161 <b>Fax</b>	<b>Ashtabula County Nursing Home</b> Constance Eyman 5740 Dibble Road Kingsville, OH 44048 United States  <b>Phone</b> (440) 224-2161 <b>Fax</b>	Doug Demiter  330-335-7276 dougd@bcsip.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
1	HQ Windows Server	\$0.00		\$3,500.00	\$3,500.00
1	10582 ShoreGear ST100DA Switch	\$7,625.00	D40	\$4,575.00	\$4,575.00
1	10223 Rack Mounting Tray	\$65.00		\$65.00	\$65.00
3	10587 ShoreGear ST48A Switch	\$6,750.00	D40	\$4,050.00	\$12,150.00
50	10498 ShoreTel IP485g Phone	\$450.00	D40	\$270.00	\$13,500.00
50	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, Web & App Dialer, collaboration, softphone & video	\$199.00	D40	\$119.40	\$5,970.00
140	30145 Connect Onsite Courtesy License: Ext.Only	\$99.00	D40	\$59.40	\$8,316.00
1	Analog Wiring Equipment	\$0.00		\$450.00	\$450.00
1	SHIP Shipping Charges	\$0.00		\$130.00	\$130.00
1	91305 Mitel Partner Support - 5 Year No Phones, billed annually Includes System Monitoring	\$0.00		\$5,748.00	\$5,748.00
1	VOIPCONS2018 Installation & Configuration	\$0.00		\$18,750.00	\$18,750.00
12	VOIPCONS2018 Hours of Training	\$0.00		\$150.00	\$1,800.00

Source Well Contract # (022719-MBS)

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
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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*

<b>SubTotal</b>	<b>\$74,954.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$74,954.00</b>

Print Name: Heather Whittington

Date: 5/28/2021

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

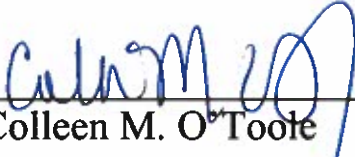
Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

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

Signature Page

RE: ACNRC contract with BCS for phone system.

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole  
Ashtabula County Prosecutor

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2021, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

4008.025.100.800 not to exceed \$74,954.00

for the remainder of the year 2021 and free from any previous encumbrances.

Agreement Title: BCS contract for telephone system at the Ashtabula Co. Nursing & Rehabilitation Center.



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: May 11, 2021