



Board of County Commissioners Agenda Request



Requested Meeting Date: 7/23/2019

Title of Item: IT purchases: VOIP & Switches

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Steve Bennett		Department: IT
Presenter (Name and Title): Steve Bennett		Estimated Time Needed: 15 minutes
Summary of Issue: <p>Our current phone system is out of date and the New Building project requires phones in the new offices. We are proposing the purchase of a VOIP phone system which will provides services to all existing offices plus the new building. We recommend the solution offered by Loffler for \$123,382.60. Supporting documentation will be available at the meeting.</p> <p>As part of the VOIP system, new SIP access lines have to be leased for connectivity to the public phone system. We request permission to sign the contract providing these lines for a 60 month term at \$966.00 per month plus a one time installation charge of \$1500.00. The monthly cost will be a levy line item moving forward.</p> <p>New switches have to be purchased to provide connectivity for the New Building project. These switches will also provide the needed power requirements for the VOIP system. They will be located in both the new building and our existing buildings. We recommend the quote by Marco for \$60,590.70. Supporting documentation will be available at the meeting.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Approve the purchases. Approve signing the SIP trunk contract.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 185,473.30 Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> Part of the New Building project with monies to come from fund balances.		

Legally binding agreements must have County Attorney approval prior to submission.



IT Unified Communications Proposal

Technology Solution Proposal

Bill To: Aitkin County
Steve Bennett
209 2nd St NW
Aitkin, MN 56431
(218) 927-7318

Ship To: Aitkin County
Steve Bennett
209 2nd St NW
Aitkin, MN 56431
(218) 927-7318

Quote Number: CTEQ22059
Date: 7/18/2019
Quote valid for 30 days

David Panek
320-257-2419
david.panek@loffler.com

Ln	Description	Qty	Unit Price	Extended Price
1	UNIVERGE 3C			
2	SYSTEM HARDWARE			
3	NEC 3C OPERATING SYSTEM	1	\$11.44	\$11.44
4	ADTRAN PRI GATEWAY - (main location)	1	\$2,262.00	\$2,262.00
5	2-PORT FXS GATEWAY - (analog stations)	2	\$212.55	\$425.10
6	8-PORT FXS GATEWAY - (analog stations)	1	\$741.98	\$741.98
7	MEDIA PACK POWER CORD - (gateway power cord)	4	\$7.80	\$31.20
8	SubTotal			\$3,471.72
9				
10	SYSTEM LICENSING			
11	NEC 3C TRUNK ACCESS LICENSE - (licensing trunks)	88	\$50.25	\$4,422.00
12	ADTRAN SBC FEATURE PACK (SIP LICENSES) - (Supports 50)	1	\$513.50	\$513.50
13	NEC 3C STATION LICENSES - (licenses for fxs ports)	12	\$39.91	\$478.92
14	NEC 3C RECORDING LICENSE - (recording to email)	5	\$213.82	\$1,069.10
15	SubTotal			\$6,483.52

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16

17 PHONE'S

18	NEC 8-BUTTON IP PHONE	300	\$132.68	\$39,804.00
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19 *Phones are covered by NEC for 1 year*

20	5 YEAR PHONE WARRANTY	1	\$5,265.00	\$5,265.00
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21 *5 YEAR PHONE WARRANTY IS AN OPTION. THE PRICE IS NOT INCLUDED IN SUB TOTAL.*

22	NEC GIGABIT PASS-THROUGH LICENSE	300	\$19.28	\$5,784.00
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23	NEC 3C STATION ACCESS LICENSE - (license includes: desktop application, standard license, & mailbox license)	300	\$79.81	\$23,943.00
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24	SubTotal			\$69,531.00
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25

26 MEETING CENTER/MASS NOTIFICATION

27	NEC MEETING CENTER - (core software)	1	\$6.50	\$6.50
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28	NEC MEETING CENTER - (applications DVD)	1	\$6.50	\$6.50
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29	NMC AUDIO/FIREBAR CNF PER PORT - (meeting center conference ports)	16	\$171.88	\$2,750.08
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30	NMC MASS NOTIFICATION PER PORT - (Includes Email Notification & 16 concurrent voice notifications)	16	\$171.88	\$2,750.08
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31	SubTotal			\$5,513.16
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32

33 SW Assurance / ESPP/LofflerVision

34	SWA PSA NMC UNIT - 1 Year	55	\$16.80	\$924.00
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35	SWA PSA 3C UNIT - 1 Year	294	\$16.80	\$4,939.20
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36	SWA PSA NMC UNIT - 5 Year	273	\$15.46	\$4,220.58
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37 *5 YEAR SWA IS AN OPTION. THE PRICE IS NOT INCLUDED IN SUB TOTAL.*

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38	SWA PSA 3C UNIT - 5 Year	1470	\$15.46	\$22,726.20
39	*5 YEAR SWA IS AN OPTION. THE PRICE IS NOT INCLUDED IN SUB TOTAL.*			
40	Standard Level LofflerVision Contract - 1 Year (Billed Annually)	1	\$6,120.00	\$6,120.00
41	Gold Level LofflerVision Contract - 5 Year (Billed Annually)	1	\$6,926.06	\$6,926.06
42	*5 YEAR GOLD LEVEL LOFFLERVISION CONTRACT WITH LOCKED IN PRICING IS AN OPTION. THE YEARLY PRICE IS NOT INCLUDED IN SUB TOTAL.*			
43	SubTotal			\$11,983.20
44	Labor			
45	Installation and Configuration	1	\$26,400.00	\$26,400.00
46	SubTotal			\$26,400.00
47				
48	Total Investment			\$123,382.60
49	LEASE OPTION			
50	Monthly Lease Payment, 3 Year Term-Dollar Buy-Out-\$3,970.45 per month			
51				

Terms & Conditions

1. This Agreement shall become binding once credit is approved and accepted by Loffler Companies, Inc. at its home office.
2. This Agreement may not be cancelled, altered, or waived after acceptance without consent in writing. Software is licensed to the customer at the time of order and therefore cannot be returned.
3. Loffler Companies, Inc. shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitation, non-delivery or delays by shippers, carriers, or others, accidents, or government acts.
4. Loffler Companies, Inc. shall not be liable for any special, indirect or consequential damages nor shall Seller be liable in any event for more than the invoice price of any Equipment or supplies. Each shipment under this Agreement is to be considered an individual transaction.

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5. This is a binding contract, not a sale on approval or trial basis. Provisions of this contract, once accepted by Loffler Companies, Inc., supersede any oral communications between the parties. Loffler Companies, Inc. is specifically not bound by any oral or written representation made by its employees or salespeople to clients which do not appear herein in writing.
6. All right, title or interest to the Equipment or supplies described herein shall remain the property of Loffler Companies, Inc. (or its leasing agent) until paid in full.
7. All invoices are due and payable on the date of invoice and client agrees to pay interest at a rate of 1-1/2% per month, or to the extent allowed by law, on any amounts not paid within 10 days of invoice date.
8. **COMPLETE AGREEMENT; EXCLUSION OF WARRANTIES:** Customer specifically agrees that NO OTHER terms, representations of warranties (express or implied) have been made or have been relied upon to induce Client to enter into this Agreement. Loffler Companies, Inc. represents and warrants for a period of ninety (90) days that the parts provided hereunder are free of material defect or workmanship, and the liability of Loffler Companies, Inc. is expressly limited to the replacement or repair of said parts which may be defective, EXCEPT AS SET FORTH HEREIN AND IN THE GUARANTEED PERFORMANCE SECTION LOFFLER COMPANIES, INC. EXPRESSLY DISCALIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LOFFLER COMPANIES, INC. shall not be liable for any other damages of any kind arising from any alleged breach of warranty, except as set forth herein.
9. **DEFAULT:** in the event the Client shall default any payment due, or in the event of any other default or breach of the other terms and conditions of this Agreement, Loffler Companies, Inc. shall have the right to do any one or more of the following:
 - a. Declare this Agreement in default upon written notice to Client, whereupon the entire amount of payments remaining to be paid shall become immediately due and payable.
 - b. Without notice to the Client, repossess the Equipment wherever found with or without legal process, and for this purpose Loffler Companies, Inc. and its agents may enter upon any premises of or under the control or jurisdiction of Client or any agent of Client without liability for suite, action or other proceeding by client (any damages occasioned by such repossession being hereby expressly waived by the client) and remove the Equipment therefrom.
 - c. Any repossession, resale or release of any Equipment by Loffler Companies, Inc. shall not be a bar to the institution of litigation by Loffler Companies, Inc. against the Client for damages for breach of this Agreement.
10. **Non-Solicitation:** Client acknowledges and agrees that the employees of Loffler Companies, Inc. who perform the services are a valuable asset to Loffler Companies, Inc. and are difficult to replace. Accordingly, Client agrees that, for a period of one (1) year after the completion of said services, it will not, directly or indirectly, solicit, recruit, hire or otherwise employ any employee or agent of Loffler Companies, Inc. who performed such services. If Client violates this paragraph 10, Client will pay to Loffler Companies, Inc. damages equal to one hundred percent (100%) of that individual's annual salary. For purposes of this Agreement only, an "individual's" annual salary shall mean the individual's annual salary with either Loffler Companies, Inc. or with Client, as of the date of Client's violation of this paragraph 10, whichever is greater.

PLEASE SIGN TO APPROVE QUOTE

Schedule B

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LofflerVision Telephony Support

Description	Standard	Gold	Platinum
Remote and On Site labor to replace or repair defective product listed in Schedule A	Yes	Yes	Yes
Replacement of Phones covered under Manufacturer's Warranty	No	No	No
Hardware Replacement. Replacement of all Hardware listed in Schedule A	2nd Business Day	Advanced replacement Next Business Day	Advanced replacement Next Business Day
Remote 3rd party Triage (Problems outside Loffler covered equipment) Loffler Companies will troubleshoot your telephony issue to determine the root cause. If it is determined that Loffler's contracted Equipment is not the cause, the customer will be alerted of the issue and have the option for Loffler to continue to troubleshoot with the 3rd party vendor at our contracted rate.	Yes	Yes	Yes
Remote Adds/Moves & Changes (Excludes projects and new installs)	6 hours / Year	12 hours / Year	No limit
Service Affecting Software Updates Available and Applied when needed	Yes	Yes	Yes
Remote Upgrades During normal business hours	1 Included	Unlimited	Unlimited
On-site or After-hours Software Upgrades (new release)	\$450 per server	\$225 per server	Included
Remote Support on Downed systems	Yes	Yes	Yes
Response SLA for Major System Failure "\$500 Credit for Missed SLA"	2 hour during normal business hours and 4 hours at all other times including Holidays	1 Hour during normal business hours and 2 hours at all other times including Holidays	30 min during normal business hours and 2 hours at all other times including Holidays
Response SLA Non-critical service requests (not including adds, moves or changes)	4 hour during normal business hours and next business day at all other times including holidays	2 hour during normal business hours and next business day at all other times including holidays	2 hour during normal business hours and next business day at all other times including holidays
Professional Services Rate for onsite support (Moves, Adds & Changes) *Non-contract \$165/hr	\$135/Hour	\$115/Hour	\$115/Hour
Professional Services Rate for remote support (moves, Adds & Changes) * Non-contract \$82.50/half hour	\$67.50/Half Hour	\$57.50/Half Hour	\$57.50/Half Hour
Additional On-site Administrator Training *Non-contract \$165/hr	\$135/hour	\$115/hour	\$115/hour
Additional On-site End User Training *Non-contract \$145.00/hr	\$80/1st Hour \$40/Half Hour Thereafter	\$40/Half Hour	\$40/Half Hour
Additional Web based Administrator Training *Non-contract \$82.50/Half Hour	\$67.50/Half Hour	1 per year	2 per year
Additional Web based End User Training	\$67.50/Half Hour	1 per year	1 per year
Access to LofflerVision Portal and Loffler University	Yes	Yes	Yes

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Service Activation Form

Phone: (866) 789-4622
<http://www.occorp.net/>
ocloudservice@loffler.com

Proposal #: 13236

Date: 7/17/2019
Quote Valid Until: 9/30/2019
Order Type: New Proposal
Sales Representative: David Panek
Sales Rep Email: david.panek@loffler.com
Sales Rep Phone: (320) 257-2419

Contract Start:
Contract Terms: 60 Months

Customer Information

Company: Aitkin County
Main TN: (218) 927-7318
Contact: Steve Bennett
Phone: (218) 927-7318

Billing Address
209 2nd Street NW Aitkin , MN 56431

Service Address
209 2nd Street NW Aitkin , MN 56431

Monthly Recurring Charges (MRC)

Qty	Product	Unit Price	Extended Price
46	SIP Trunk	\$17.50	\$805.00
2	911 Service (per number)	\$3.00	\$6.00
2	Toll Free Number	\$1.00	\$2.00
300	DID Numbers - National	\$0.50	\$150.00
2	Directory Assistance / White Page Listing	\$1.50	\$3.00
	Total:		\$966.00

Non-Recurring Charges (NRC)

Qty	Product	Unit Price	Extended Price
1	Installation Charges	\$0.00	\$0.00
300	Local Number Porting	\$5.00	\$1,500.00
	Total:		\$1,500.00

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Service Activation Form

Phone: (866) 789-4622
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Proposal #: 13236

Date: 7/17/2019
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Contract Start:
Contract Terms: 60 Months

Order Type: New Proposal
Sales Representative: David Panek
Sales Rep Email: david.panek@loffler.com
Sales Rep Phone: (320) 257-2419

Company: Aitkin County
Main TN: (218) 927-7318
Contact: Steve Bennett
Phone: (218) 927-7318

Summary	
Monthly Recurring Cost :	\$966.00
Non-Recurring Cost:	\$1,500.00
Total Estimated Surcharges and Taxes	\$493.20
Total Due At Signing:	\$2,959.20

Notes

Loffler Companies Cloud Terms and Conditions:

Section 1: Payments and Charges

The Customer's Initial Payment for the Service will be due upon the processing of the Customer's order and may include a Deposit amount equal to 50% of all One Time Charges, which may include Hardware, Software, Installation and Setup Fees. This Deposit will be due prior to the Order being processed. The Service Start Date is the date Services have been provisioned and are available for the Customers use. Any costs for new features, equipment, or services added to the Service between the receipt of the Deposit and the Customer's Service Start Date will be billed on the most current available billing cycle and be due upon receipt. On subsequent monthly intervals after the Service Start Date, the Customer will be charged the ongoing monthly charges, the cost of any overflow long distance used during the previous month, the monthly rental for any hardware being rented, not already included in the Service, and for any international calls not included in the calling plan. Included in the calling plans are calls to the Continental U.S., AK, CA and HI. Once the allotted long distance minutes are used, each long distance call will be charged at \$.07 per minute. Minutes are pooled across all lines in the Service (number of lines x allotted minutes = total pool of long distance). Each line has unlimited local calling; it is the Customer's responsibility to know if all calls are considered local by the local carrier as calls with a metro area may be considered toll call. Such local long distance calls would be charged against the available pool of long distance minutes.

If Loffler Companies and Customer enter into a separate rental or finance agreement relating to any equipment provided by Loffler Companies (an "Equipment Use Agreement"), Customer's obligations with respect to such equipment (payment or otherwise) shall be solely governed by the Equipment Use Agreement, and any modification or termination of these Cloud Terms and Conditions or the Services shall not operate to modify or relieve Customer from any of Customer's obligations under the Equipment Use Agreement. Amounts owed Loffler Companies under any Equipment Use Agreement are not included in the charges for the Services under these Cloud Terms and Conditions, though such amounts may be invoiced along with the charges owed by Customer to Loffler Companies for the Services for Customer's convenience.

Section 2: Additional Charges and Price Changes

Calls from payphones to any of the Customer's toll-free numbers may carry a surcharge per call, mandated by the FCC, which is passed on to the Customer at cost. Customers will be notified in writing of any price changes. Continued use of the Service following notice of the price changes will constitute the Customer's consent to such changes.

Section 3: Account Balance

Monthly rental/service fees are payable in advance of each month's Service; additional call charges and any other applicable charges are billed subsequent to the end of each month's Service. If the Customer chooses to pay for the Service by credit card or ACH direct payment, all charges will be automatically deducted following the generation of any invoice. It is the Customer's responsibility to maintain sufficient balance on the provided credit card or bank account to allow for charges for the Services.

If the Customer chooses to pay for the Service by check, the Customer is responsible for payment of all invoices (Net 10). To pay by check, an initial deposit is required equal to the monthly rental/service fee on the account. Returned checks will result in a \$35 fee applied to the Customer's account balance. Any Customer disputes of the amounts invoiced or charged must be submitted in writing to Loffler Companies within sixty (60) days of the date of the disputed charges and, if not so disputed, the Customer waives any objection and further recourse with respect to such charges. The Customer understands and agrees that awaiting any pending credit(s) to the Customer's account is not sufficient cause to withhold payment for invoices. A late fee of 1.5% per month will be applied to any unpaid account balance. We

reserve the right to disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts. Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to \$100. In the event Service is disconnected due to non-payment, Customer grants Loffler Companies access to premises to acquire any equipment provided for the delivery of services provided under this agreement.

Section 4: Local Area Telephone Numbers

Local area telephone numbers are assigned according to the proximity of the address the Customer provides to Loffler Companies. However, it is the Customer's responsibility to confirm whether the number(s) are in the local calling area of the Customer. Loffler Companies does not assume responsibility for any of the Customer's advertising cost or long distance fees due to a number not being within the local area of callers to the Service. If Loffler Companies is porting any of your local or toll free numbers, we cannot be held liable for any errors or omission that may arise from the porting process. If Loffler Companies is providing new local or toll free numbers, we cannot be held liable for any errors or omission that may arise from the number assignment process.

Section 5: 911 Softphones and Mobile Devices

As a provider of phone service accessible via softphones and mobile devices, Loffler Companies has a responsibility to inform its customers that by not providing Loffler Companies the Customer's current address, all 911 calls made through Loffler Companies service from a softphone may not be transferred to an emergency center near the Customer. Instead, all 911 calls made through softphones will be transferred to an emergency center near the Customer's last registered address. For this reason, it is important for the Customer to provide Loffler Companies with the Customer's current address every time the softphone or mobile device is used from a fixed location. Loffler Companies cannot guarantee the quality of softphones and are considered "as-is no warranty". Service cannot be cancelled per Section 12 as a result of soft phone quality related issues.

Section 6: Service Issues – Scope of Responsibility

In the event of any service issues, Loffler Companies will assist the Customer with troubleshooting the problem's source. However, some elements key to proper performance, including LAN, wiring, power, firewall, CPE, and ISP, are beyond the scope of Loffler Companies' responsibility to effect repairs. The sole exception to the above is in the case where Loffler Companies is providing the Customer with a managed router, whereupon the CPE and ISP do fall within the scope of Loffler Companies responsibility. While Loffler Companies will offer telephone support to the Customer in diagnosing service issues outside the direct scope of its responsibility, such as those listed above, their ultimate repair will remain the responsibility of the Customer, their Installer, and/or the Customer's 3rd-party IT vendor. Loffler Companies can travel on site to resolve issues outside the scope of our responsibility; such support would be subject to standard Loffler Companies service call rates and charges. Some WAN issues, such as poor performance by Internet providers, are not the direct responsibility of Loffler Companies. However, in these cases, Loffler Companies will assist the Customer, their Installer, and/or the Customer's 3rd-party IT vendor in working with any such providers to eliminate these issues. Loffler Companies can travel on site to resolve issues outside the scope of our responsibility; such support would be subject to standard Loffler Companies service call rates and travel charges where applicable.

Section 7: Lawful and Appropriate Use

It is specifically understood and agreed that the Customer shall be using the Service solely for lawful and appropriate purposes and the Customer hereby agrees to indemnify and hold Loffler Companies harmless from any and all claims, damages, losses or liabilities of any nature whatsoever arising out of or concerning the Customer's use in any manner of the Service provided herein. In the event that Loffler Companies is brought into or required to respond to any action arising from or concerning the Customer's activities, the Customer agrees to indemnify and hold Loffler Companies harmless from all arbitration, court and attorney's costs and fees. Loffler Companies Group the right to immediately discontinue, disconnect, limit, or revoke the Service without warning to the Customer should the Customer, at the sole discretion and determination of Loffler Companies, cause any type of activity or load which is incompatible with Loffler Companies network, causes quality of service issues, or otherwise impairs the ability of Loffler Companies to maintain or provide service to other customers. In the case that the Service is suspected of being misused by the Customer, including for fraudulent activity, Loffler Companies reserves the right at its sole discretion to immediately terminate the Service and inform the authorities that the Service is believed to have been used for inappropriate business. Loffler Companies shall not be liable for any direct or indirect damages resulting from a decision to discontinue, disconnect, limit, or revoke the Service with or without warning or for informing the authorities about the possibility of inappropriate business activities.

Section 8: Limited Warranty; Exclusions

For equipment purchased directly from Loffler Companies by the Customer, Loffler Companies will pass on to the Customer any applicable manufacturer's warranty with respect to such equipment. For warranty repairs contact Loffler Companies customer service. EXCEPT AS PROVIDED ABOVE, LOFFLER COMPANIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, LOFFLER COMPANIES DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OMISSION, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. ANY CLAIM AGAINST LOFFLER COMPANIES MUST BE MADE WITHIN ONE YEAR OF THE EVENT GIVING RISE TO THE CLAIM OR 90 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER, AND LOFFLER COMPANIES SHALL HAVE NO LIABILITY THEREAFTER.

Section 9: Limitation of Liability

The Service is not guaranteed. Liability for interruption of the Service and/or a lack of quality of the Service, including but not limited to

errors and omissions relating to a directory listing and CNAM, shall be limited to a maximum of the sum of two months charges for the Service. Loffler Companies reserves the right to interrupt the Service for maintenance and systems upgrades at its discretion. Loffler Companies shall not be liable for any delay in the Service or performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, power failure, equipment failure, interruption of broadband or high-speed internet access, late delivery by suppliers, or other causes beyond the reasonable control of Blue Tie Cloud Services. IN NO EVENT SHALL LOFFLER COMPANIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE OR EQUIPMENT PROVIDED HEREUNDER, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF LOFFLER COMPANIES OR OTHERWISE, EVEN IF LOFFLER COMPANIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10: Changes to Service and Terms and Conditions

Loffler Companies reserves the right to make changes to these Terms and Conditions or the Service as a result of changes in applicable regulations or for other reasons in Loffler Companies' reasonable discretion. In the event of such changes the Customer will be notified in writing and the Customer's continued use of the Service following notice of the changes will constitute the Customer's consent to such changes.

Section 11: Right to Identify Customer

It is specifically agreed that Loffler Companies may identify the Customer as a customer of Loffler Companies and include the Customer's name and any applicable logo in Loffler Companies marketing materials that identify Loffler Companies customers. Customer may request at any time that Loffler Companies not use the Customer's identity in marketing material at any time.

Section 12: Contract Term and Cancellation

You are entering into a "Term" agreement to maintain the Services for the period of time indicated on the "Order" that was signed to establish the Service. If you cancel the Services without replacing or upgrading services of an equal or greater value, you will be charged an Early Termination Charge. The Early Termination Charge will be 100% of the remaining number of months left in the Service Term multiplied by the Monthly Recurring Total of the Services. The Term shall begin on the Service Start Date. Customer may cancel this agreement within the first ninety (90) days of the Service Start Date without incurring Early Termination Charges. If customer experiences service interruptions or service related problems that Loffler Companies is unable to correct within thirty (30) days of written notice by Customer, the Customer can cancel without incurring Early Termination Charges. Hardware and other one-time charges will not be refunded or credited if Services are canceled, once such hardware is delivered to Customer site.

Services shall continue under the terms and conditions of the agreement after expiration of the Term on a month to month basis with the Services priced at Loffler Companies' then current monthly rates until each respective service is cancelled by either Party upon thirty (30) days written notice to the other Party. Customer must provide thirty (30) days prior written notice for any termination of any circuit, facility and/or service.

Section 13: Governing Law and Venue

These Terms and Conditions shall be governed by the laws of the State of Michigan and any disputes or controversy arising hereunder shall be arbitrated or adjudicated in Oakland County, State of Michigan. The Customer hereby consents to personal jurisdiction for all claims of any nature concerning the Customer and Loffler Companies in Bloomfield Hills, Michigan and specifically consents to service of process being effectuated by certified mail at the Customer's address. In the event that any action is brought to enforce or construe any of these Terms and Conditions, or for the breach of these Terms and Conditions, or concerning the indemnification clause contained herein, the prevailing party shall be entitled to recover, in addition to all other damages, reasonable attorney's costs and fees.

Section 14: Entire Agreement

These Terms and Conditions contain the entire understanding and agreement of the parties with respect to its subject matter and supersede all prior understandings or agreements regarding such subject matter. In the event of any conflict between these Terms and Conditions and the terms of any purchase order or acknowledgment, these Terms and Conditions shall control.

911 Disclaimer:

The Federal Communications Commission ("FCC") requires that Loffler Companies, like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the E911 access capabilities available with Hosted VoIP as compared to the E911 access capability available with traditional telephone service. (A copy of this FCC order is available at <http://www.fcc.gov/cgb/voip911order.pdf>.) We ask that you carefully read this E911 Disclosure Addendum and understand how these differences affect your ability to access E911 services. If you have any questions or concerns about the information contained in this notice, or if you do not understand anything discussed in this notice, please contact our Customer Service representatives at 320-230-1111 during the hours of 8 a.m. to 5 p.m. CST, Monday – Friday.

The FCC's E911 VoIP decision also requires Loffler Companies to obtain and keep a record on file showing that your company has received and understood this E911 Disclosure Addendum. Please respond IMMEDIATELY to this Addendum.

If you fail to acknowledge to the 911 disclaimer, we may be required by the FCC Order to suspend your service until we do receive your acknowledgment.

By using Loffler Companies VoIP Services you agree to the terms of this 911 Disclaimer in the Loffler Companies Quote and Order, you are affirmatively acknowledging that (1) you have read and understood this E911 Disclosure Addendum, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using Hosted VoIP, and (3) you understand that you must inform users of

Hosted VoIP that they may not be able to contact emergency services by dialing 9-1-1 using Hosted VoIP.
 You may obtain a copy of the FCC regulation and accompanying E911 VoIP decision in Docket No. 05-196 at the following link:
<http://www.fcc.gov/cgb/voip911order.pdf>.

HOSTED VOIP E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE.
 Although the Integrated Access Device (“IAD”) Loffler Companies placed on your premises may be equipped with back-up battery power, in the event of a commercial power outage lasting longer than the IAD battery life, the IAD will lose power causing a loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use Hosted VoIP to contact E911 services. You are responsible for providing an uninterruptible backup power supply if you wish to ensure continued operation of electrical equipment in the event of a power outage.

HOSTED VOIP E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED OR HOSTED VoIP HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT.
 Once your broadband connection and Hosted VoIP have been restored, you may be required to reset or reconfigure your equipment before you will be able to use Hosted VoIP service to contact E911 services.

YOU MUST PROVIDE Loffler Companies WITH YOUR CORRECT SERVICE ADDRESS OR HOSTED VoIP E911 SERVICES CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.
 If you notice that the service address information identified in your contract or bill is inaccurate, you can make corrections by calling our Customer Service representatives at 320-230-1111 during the hours of 8 a.m. to 5 p.m. CST, Monday – Friday.

HOSTED VOIP E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE OR MOVE THE IAD TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED TO Loffler Companies WHEN SERVICE WAS INITIATED.
 If you wish to move to a new service address or report damage to your IAD, please call Loffler Companies Customer Service at 320-230-1111 during the hours of 8 a.m. to 5 p.m. CST, Monday – Friday.

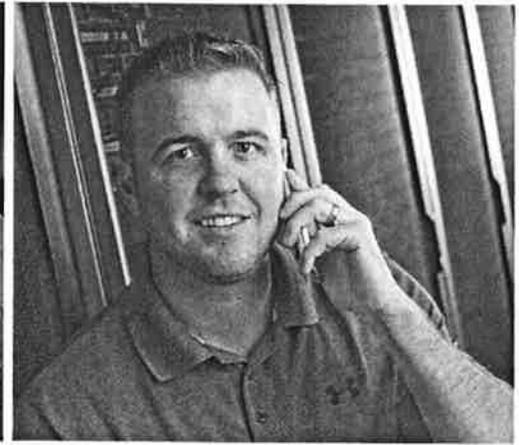
HOSTED VOIP E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.
 Due to network congestion or problems, calls to E911 services made using Hosted VoIP may be dropped, in which case you will not be connected to emergency services, or your E911 calls may take longer to connect than E911 calls made using traditional telephone service.
IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING E911 SERVICES AND YOU MUST INFORM YOUR HOSTED VoIP USERS OF THESE ALTERNATE MEANS.

This Quote is valid for 30 days.

Unless purchased separately, all equipment provided by Loffler Companies to deliver and maintain the Ocloud Service remains the property of Loffler Companies, including but not limited to; phones, routers, switches, ATA devices, etc.

Signature:	Title:
_____	_____
Print Name:	Date:
_____	_____

By signing this proposal or quote, You (Customer) are agreeing to the Terms and Conditions outlined on this document and agree to the pricing and contract term listed above.



July 18, 2019

A Proposal for

AITKIN COUNTY
STEVE BENNETT
sbennett@co.aitkin.mn.us

Prepared By

Nick Vitale
Technology Advisor
320.650.1933
nick.a.vitale@marconet.com

Document Number: 050665

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
COPIERS & PRINTERS



marconet.com





Aitkin County - Network for New Building



Prepared by:
Marco - Brainerd
 Nick Vitale
 320.650.1933
 nick.a.vitale@marconet.com

Prepared for:
AITKIN COUNTY
 209 2ND ST NW
 AITKIN, MN 56431
 STEVE BENNETT
 218.927.7345
 sbennett@co.aitkin.mn.us

Ship To:
AITKIN COUNTY
 209 2ND ST NW ROOM 118
 AITKIN, MN 56431-1257
 STEVE BENNETT
 218.927.7345
 sbennett@co.aitkin.mn.us

Quote Information:
Quote #: 050665
 Version: 4
 Date Issued: 07/18/2019
 Expiration Date: 07/26/2019

Cisco 9200 Switch

Description	Price	Qty	Ext. Price
Catalyst 9200 48-port PoE+, Network Essentials	\$1,876.30	13	\$24,391.90
Cisco 4 x 1G/10G Network Module - For Data Networking10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots	\$800.00	6	\$4,800.00
C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	\$593.60	13	\$7,716.80
1KW AC Config 5 Power Supply - Secondary Power Supply	\$1,638.00	13	\$21,294.00

Subtotal: **\$58,202.70**

Optics

Description	Price	Qty	Ext. Price
10GBASE-SR SFP Module	\$398.00	6	\$2,388.00

Subtotal: **\$2,388.00**

Payment terms, warranty, returns, tax, and shipping are governed by the Relationship Agreement.



Quote Summary - One-Time Expenses

Description	Amount
Cisco 9200 Switch	\$58,202.70
Optics	\$2,388.00
Total:	\$60,590.70

Cisco Equipment

Quote #DTQ004438 v2

Prepared For:
Aitkin County
Steve Bennett
209 2nd St NW, Room 116
Aitkin, MN 56431

Prepared By:
Deerwood Technologies, Inc.
Jim Mayne
21301 Archibald Road PO Box 393
Deerwood, MN 56444-0393

Date Issued:
07.17.2019
Expires:
08.15.2019

P: (218) 927-7373
E: sbennett@co.aitkin.mn.us

P: 218-534-5357
E: Jim.Mayne@deertech.com

Products	Price	Qty	Ext. Price
Cisco Catalyst C9200-48P PoE+ Layer 3 Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair - Lifetime Limited Warranty	\$2,694.00	13	\$35,022.00
C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	\$815.00	13	\$10,595.00
Cisco Power Supply - 1000 W	\$2,456.00	13	\$31,928.00
Cisco Systems Catalyst 9200 4 x 10GE Network Module	\$1,260.00	6	\$7,560.00
Cisco 10GBASE-SR SFP+ Transceiver - For Data Networking, Optical Network10	\$786.00	6	\$4,716.00
Cisco Smart Net Total Care - 3 Year Extended Service - Service - 24 x 7 x 4 Hour - Exchange - Parts - Physical, Electronic Service	\$2,238.00	13	\$29,094.00
Cisco Smart Net Total Care - 3 Year Extended Service - Service - 8 x 5 Next Business Day - Exchange - Parts - Physical, Electronic Service (*Optional)	\$1,398.00	13*	\$18,174.00
Subtotal			\$118,915.00

Quote Summary	Amount
Products	\$118,915.00
Total:	\$118,915.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Deerwood Technologies, Inc.

Aitkin County



Jim Mayne

Signature / Name

07/17/2019

Date

Signature / Name

Initials

Date



Sales Quotation

Quote #: AC-7152019
Quote Date: 7/15/2019
Quote Expiration: 8/15/2019

To: Aitkin County
Name: Steven R Bennett
Email: sbennett@co.aitkin.mn.us
Phone: 218-927-7373

From: Zaigham Ismail
Phone: 253-545-7441
Email: zaigham.ismail@zones.com
Fax: 253-288-6795

Line#	MFR#	Product Description	Quantity	Unit Price	Ext. Price
1	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	13	\$1,895.06	\$24,635.78
2	C9200-NW-E-48	C9200 Network Essentials, 48-port license	13	\$0.00	\$0.00
3	C9200-NM-NONE	No Network Module Selected	13	\$0.00	\$0.00
4	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	13	\$1,845.27	\$23,988.51
5	CAB-TA-NA	North America AC Type A Power Cable	26	\$0.00	\$0.00
6	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	13	\$0.00	\$0.00
7	C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	13	\$599.54	\$7,794.02
8	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	6	\$929.20	\$5,575.20
9	SFP-10G-SR=	10GBASE-SR SFP Module	6	\$582.87	\$3,497.22
		Grand Total			\$65,490.73

Thank you for the opportunity to provide this quote.

Payment Terms: Quote based on Net 30 Payment Terms.

Note: This quote is exclusive of tax.

Public Sector | Zones, LLC

www.zones.com





Southern Computer Warehouse
 1395 S. Marietta Parkway | Building 300-106
 Marietta, GA 30067
 (P) 877-468-6729
 (F) 770-579-8937
 SCW.com

Quote # 100188892 - CISCO
 Cust #: A16398 (Aitkin County MN)
 Quote Date: Jul 12, 2019

Sold to:	Ship to:
Accounts Payable Aitkin County MN 209 – 2nd Street NW Room 118 Aitkin, Minnesota, 56431 T: 218-927-7373 sbennett@co.aitkin.mn.us	REF PO Aitkin County MN 209 – 2nd Street NW Room 118 Aitkin, Minnesota, 56431 T: 218-927-7373 sbennett@co.aitkin.mn.us
Payment Method	Shipping Method:Free Shipping
No Payment Information Required	Free Shipping (Total Shipping Charges \$0.00)

Notes: Hi Steve, . . . Thank you for the opportunity. . .

#	Products	SKU	Price	Qty	Subtotal
1	CATALYST 9200 48PT POE+ NTWK ESSENTIALS C9200-48P-E PRICING GOOD UNTIL 7/24/19	CIS-C9200-48P-E	\$1,852.26	13	\$24,079.38
2	1000WAC power supply spare PWR-C5-1KWAC/2 PRICING GOOD UNTIL 7/24/19	CIS-PWR-C5-1KWAC/ 2	\$1,841.17	13	\$23,935.21
3	C9200 DNA Essentials, 48-port - 3 Year T C9200-DNA-E-48-3Y PRICING GOOD UNTIL 7/24/19	CIS-C9200-DNA-E-4 8-3Y	\$597.06	13	\$7,761.78
4	Catalyst 9200 4 x 10GE Network Module, spare C9200-NM-4X PRICING GOOD UNTIL 7/24/19	CIS-C9200-NM-4X=	\$922.20	6	\$5,533.20
5	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR -	CIS-SFP-10G-SR=	\$581.58	6	\$3,489.48

Subtotal:	\$64,799.05
Tax:	\$0.00
Grand Total (Incl. Tax):	\$64,799.05

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

PLEASE NOTE: Due to the volatile trade conditions between the US and China, prices are fluctuating daily as tariffs are imposed.

Thank you for the opportunity.

Tabitha Glover

E: tabitha.glover@scw.com

P: 877-468-6729



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	3253884
Date:	07/11/2019
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To:
 ACCT #: 555800
 County of Aitkin
 209 2nd St NW
 Rm 118
 Aitkin, MN 56431
 United States

Ship To:
 County of Aitkin
 209 2nd St NW
 Rm 118
 Aitkin, MN 56431
 United States

Client Contact:
 Steve Bennett
 (P) 218-927-7373
 sbennett@co.aitkin.mn.us

Client Executive:
 Derek Jatko
 (P) 312.676.5229
 (F) 630.396.6322
 djatko@ITsavvy.com

Description: Cisco 9200

Item Description	Part #	Tax	Qty	Unit Price	Total
1 Cisco Catalyst 9200 Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) + 4 x 10Gb Ethernet SFP+ - rack-mountable - PoE+ (740 W)	21727094	Y	6	\$1,974.22	\$11,845.32
2 Cisco Solution Support Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++	21747680	N	18	\$399.55	\$7,191.90
3 Cisco Catalyst 9200 Series Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200	21773328	Y	6	\$967.51	\$5,805.06
4 Cisco Config 5 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A=, C9200L-48P-4G-EDU	21699820	Y	6	\$1,922.54	\$11,535.24
5 Cisco Digital Network Architecture Essentials Term License (3 years) - 48 ports - for Catalyst 9200	21727098	Y	6	\$624.26	\$3,745.56
6 Cisco Catalyst 9200 Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) + 4 x 10Gb Ethernet SFP+ - rack-mountable - PoE+ (740 W)	21727094	Y	7	\$1,974.22	\$13,819.54
7 Cisco Solution Support Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++	21747680	N	21	\$399.55	\$8,390.55
8 Cisco Config 5 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A=, C9200L-48P-4G-EDU	21699820	Y	7	\$1,922.54	\$13,457.78
9 Cisco Digital Network Architecture Essentials Term License (3 years) - 48 ports - for Catalyst 9200	21727098	Y	7	\$624.26	\$4,369.82
10 Cisco SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 984 ft - 850 nm - for Catalyst Switch Module 3012, Switch Module 3110; Nexus 5010, 93180, 9336, 9372	13808278	Y	6	\$609.54	\$3,657.24

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$27,743.70	\$18,590.25	\$30,274.60	\$19,094.10

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal:	\$83,818.01
Shipping:	\$0.00
Tax:	Exempt
TOTAL:	\$83,818.01

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

North American Systems International Quote



John Bettenburg
 952-374-6707
 800-927-7474 ext 6707
jbettenburg@nasi.com

www.nasi.com
 2901 E78th Street
 Bloomington, MN 55425
 Phone: 952-374-6700
 Toll-Free: 800-927-7474
 Fax: 952-374-6701

Date	Quote #
7/19/19	12410r2

Company Aitkin County
address 209 2nd Street NW RM118
city,state,zip Aitkin, MN 56431
name Steve Bennett
phone 218-972-7373
email sbennett@co.aitkin.mn.us

S company
 h address
 i city,state,zip
 p name
 T phone
 o fax

Shipping Details

Item	Part	Description	Unit Price	Qty	Item Total
1	C9200-48P-E	Cisco CATALYST 9200 48PT POE+ NTKW ESSENTIALS	\$2,100.00	13	\$27,300.00
2	Cisco DNA	Essentials 48 port 3 yr	\$575.00	13	\$7,475.00
3	PWR-C5-1KWAC	Cisco - Power supply - hot-plug (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A	\$1,600.00	13	\$20,800.00
4	C9200-NM-4X	CISCO CATALYST 9200 SERIES NETWORK MODULE - EXPANSION MODULE	\$650.00	6	\$3,900.00
5	SFP-10G-SR	10GBASE-SR SFP Module	\$320.00	6	\$1,920.00

Payment Terms: Net 30

This is a quote and not an invoice. Shipping and applicable tax will be calculated at the time of sale.

Subtotal	\$61,395.00
Tax	
Shipping Cost	
Grand Total	\$61,395.00