

OBERLIN, OHIO

ORDINANCE No. 23-34 AC CMS

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MITEL BUSINESS SYSTEMS INC., THROUGH THEIR AUTHORIZED PARTNER/SELLING AGENT, WARWICK COMMUNICATIONS, INC. OF BROADVIEW HEIGHTS, OHIO, THROUGH SOURCEWELL, FOR THE PURCHASE OF A TELEPHONE SYSTEM, PERIPHERAL EQUIPMENT AND PROFESSIONAL SERVICES FOR THE CITY OF OBERLIN AS AN EMERGENCY MEASURE

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That pursuant to the authority granted under Section 9.48 of the Ohio Revised Code, the City Manager is hereby authorized and directed to enter into a contract with Mitel Business Systems Inc., through their authorized partner/selling agent, Warwick Communications, Inc. of Broadview Heights, Ohio, through Sourcewell contract 022719-MBS, for the purchase of a telephone system, peripheral equipment and professional services for a total cost of \$166,786.07, plus additional non-Sourcewell cabling services in the amount of \$6,927.50.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance 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 meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: to authorize the purchase of equipment and services as soon as possible to ensure the efficient operation of City Departments, and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: May 1, 2023
 2nd Reading: _____
 3rd Reading: _____

ATTEST: 

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 05/02/2023

EFFECTIVE DATE: 05/01/2023

Warwick
405 Ken Mar Parkway
Broadview Heights, Ohio 44147

(PH) 216-787-0300
(FX) 216-263-1717
www.warwickinc.com



MAY 25 2023 PM 2:30
warwick

Optimizing Technology. Enabling Communication.

VOICE & DATA TECHNOLOGIES

March 3, 2023

Prepared By: Jim Auer
216-830-8244
jauer@warwickinc.com

Prepared For: Sal Talarico
Mike Wargo
City Of Oberlin
Sourcewell Membership # 18287
Mitel MiVoice Business IP Telephone System



Client Initials



PLATFORM COMPONENTS (SOURCEWELL PRINT OUT)

End User Line Item Pricing Report

Currency USD
Partner WARWICK COMMUNICATIONS, INC. (0000111713)
Created By Jim Auer
ID O_WU3KZx#t1MRzy_Yl6Yew-05
Unique Deal ID MANO-FHZQ-ORY5
Company Oberlin (city of ())
Report Created 02-Mar-2023
Quote Created 02-Mar-2023

This quote is based on the Mitel Sourcewell contract #022719-MBS
 Purchase orders resulting from this quote may be written to Mitel Sourcewell Selling Agent
 Membership and contract information is available at www.sourcewell-mn.gov
 Pricing is subject to changes in Mitel List Price.

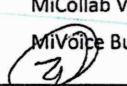
End Customer Information

Company Oberlin (city of)
Address 85 S. Main St., Oberlin, Ohio, USA
Postal/Zip Code 44074

City Hall Physical

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Licences							
54000303	MiVoice Business License - Digital Link	1	1,500.00	1,500.00	40.00	900.00	900.00
54002701	MiVoice Business License-SINGLE LINE EXT	20	75.00	1,500.00	40.00	45.00	900.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
54009225	SWA Std 1y MiVBus Analog Port	20	5.25	105.00	40.00	3.15	63.00
System - Boards							
50006271	PWR CRD C13 10A 125V - NA Plug	2	17.50	35.00	40.00	10.50	21.00
50008231	4 Port FXS for EX Cont.	5	310.00	1,550.00	40.00	186.00	930.00
50008232	4 Port FXO for EX Cont.	1	620.00	620.00	40.00	372.00	372.00
50008233	1 Port PRI for EX Cont.	1	970.00	970.00	40.00	582.00	582.00
50008234	DSP card for EX Cont.	1	635.00	635.00	40.00	381.00	381.00
System							
50008375	EX Controller 16/120G Dual PS	1	5,050.00	5,050.00	40.00	3,030.00	3,030.00
Total				13,598.60	40.00		8,159.16

City Hall Virtual

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	40.00	150.00	150.00
54005442	MiCollab Virtual Appliance	1	995.00	995.00	40.00	597.00	597.00
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	40.00	897.00	897.00
Client Initials							

Licences - Licences System

54005330	Enterprise License Group	1	1,000.00	1,000.00	40.00	600.00	600.00
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Licences

54000297	MCD Mailbox license	1	51.00	51.00	40.00	30.60	30.60
54001627	NPUM Record A Call	1	0.00	0.00	0.00	0.00	0.00
54003182	SRC Single License	7	90.00	630.00	40.00	54.00	378.00
54004222	MiCollab NPUM Advanced User x1	25	60.00	1,500.00	40.00	36.00	900.00
54004223	MiCollab NPUM Advanced Users x50	1	2,500.00	2,500.00	40.00	1,500.00	1,500.00
54004573	MBG Teleworker Service Users x10	1	1,100.00	1,100.00	40.00	660.00	660.00
54004975	MiVoice Bus License - Enterprise User	67	175.00	11,725.00	40.00	105.00	7,035.00
54005380	MICClient Licnse - Peering Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005381	MICClient Licnse - Federation Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005611	MiCollab NPUM MiVBus Mailbox Licensesx50	3	1,500.00	4,500.00	40.00	900.00	2,700.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	38	325.00	12,350.00	40.00	195.00	7,410.00
54006543	UCCv4.0 STND User for MiVoice Bus x50	1	13,800.00	13,800.00	40.00	8,280.00	8,280.00

Software Assurance

54009186	SWA Std 1y MiCollab System	1	110.25	110.25	40.00	66.15	66.15
54009189	SWA Std 1y MiCollab UM Mailbox	150	3.78	567.00	39.95	2.27	340.50
54009209	SWA Std 1y UCC Std MiVB	88	22.00	1,936.00	40.00	13.20	1,161.60
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
54009221	SWA Std 1y MiVBus DLM	1	0.00	0.00	0.00	0.00	0.00
54009224	SWA Std 1y MiVBus User	67	11.87	795.29	40.02	7.12	477.04
54009229	SWA Std 1y MiV BG System	1	27.57	27.57	40.01	16.54	16.54
54009231	SWA Std 1y MiV BG SRC Tap	7	6.47	45.29	40.03	3.88	27.16
54009232	SWA Std 1y MiV BG Telewk User	10	12.94	129.40	40.03	7.76	77.60

Terminals - Accessories

50006874	M695 PKM	3	220.00	660.00	40.00	132.00	396.00
50006921	6900/6800 Wall Mount Kit (10 Pack)	4	319.00	1,276.00	40.00	191.40	765.60


Terminals

50008385	6920w IP Phone	70	405.00	28,350.00	40.00	243.00	17,010.00
50008386	6930w IP Phone	85	520.00	44,200.00	40.00	312.00	26,520.00

Total			130,131.40	40.00	78,078.95
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Fire Department

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
<i>Applications</i>							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
<i>Licences</i>							
54002701	MiVoice Business License-SINGLE LINE EXT	4	75.00	300.00	40.00	45.00	180.00
<i>Software Assurance</i>							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
54009225	SWA Std 1y MiVBus Analog Port	4	5.25	21.00	40.00	3.15	12.60
<i>System - Boards</i>							
50008255	SMBC Trunk card 4FXO	1	405.00	405.00	40.00	243.00	243.00
<i>System</i>							
20350236	SMBC rack mount kit	1	50.00	50.00	40.00	30.00	30.00

Client Initials 

20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40

Total **4,028.60** 40.00 **2,417.16**

Admin Training

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Professional Services							
53003477	MiVB & UC System Admin Remote (P)	1	1,750.00	1,750.00	0.00	1,750.00	1,750.00

Total **1,750.00** 0.00 **1,750.00**

OMLPS

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
System - Boards							
20350436	Extension Interface Card 4 x a/b	2	330.00	660.00	40.00	198.00	396.00
50008254	SMBC Trunk card 2FXO	1	265.00	265.00	40.00	159.00	159.00
System							
20350236	SMBC rack mount kit	1	50.00	50.00	40.00	30.00	30.00
20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40

Total **4,227.60** 40.00 **2,536.56**

Recreation

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
System							
20350236	SMBC rack mount kit	1	50.00	50.00	40.00	30.00	30.00
20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40

Total **3,302.60** 40.00 **1,981.56**

Service

Client Initials *CD*

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
System - Boards							
50008254	SMBC Trunk card 2FXO	1	265.00	265.00	40.00	159.00	159.00
System							
20350090	SMBC cable cover kit (wall mount)	1	50.00	50.00	40.00	30.00	30.00
20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40
Total				3,567.60	40.00	2,140.56	

Waste Water Treatment

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
System							
20350090	SMBC cable cover kit (wall mount)	1	50.00	50.00	40.00	30.00	30.00
20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40
Total				3,302.60	40.00	1,981.56	

Water Department

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	138.60	138.60	40.00	83.16	83.16
System - Boards							
50008254	SMBC Trunk card 2FXO	1	265.00	265.00	40.00	159.00	159.00
System							
20350090	SMBC cable cover kit (wall mount)	1	50.00	50.00	40.00	30.00	30.00
20351208	System Module 2 DSPX	1	455.00	455.00	40.00	273.00	273.00
50008381	SMB Controller 8/38G	1	1,150.00	1,150.00	40.00	690.00	690.00
Terminals - Accessories							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	14.00	14.00	40.00	8.40	8.40

Client Initials



Total		3,567.60	40.00	2,140.56
Grand Total				
Grand Total	Mitel Equipment	167,476.60	39.58	101,186.07
	Vendor Professional Services			65,600.00
	Total			166,786.07

Please note the following order requirements:

- * Prime Sourcewell Contract number# 022719-MBS must be referenced on the PO
 - * The Sourcewell End-User must be noted on PO
 - * A copy of the End-user's PO or signed Sales Agreement noting the Sourcewell contract**
 - * A copy of the Mitel Buy+Sell report must accompany the Selling Agent's order
 - * Shipping and billing instructions
 - * Requested delivery dates
- ** A copy of the End-User's PO or the signed Sales Agreement referencing the Sourcewell contract must be submitted at the time the order is placed. The total of the Sourcewell equipment portion must be broken out separately from the services portion and must match the Mitel Sourcewell quote provided to the Partner to ensure Sourcewell pricing has been passed along to the end-customer. Orders will not be processed if the Govt Order Desk cannot see the Sourcewell quote portion has been clearly broken out on the End-customer's PO or the signed Sales Agreement

PROJECT SCOPE

Warwick Communications will work with Oberlin to develop a new database plan for a Mitel deployment. We will leverage data gathered from our site survey and from current phone system back ups to make this process easier.

The main system controller software will be deployed on Oberlin provided VMware at 85 S. Main including PBX and MiCollab (Voice Mail, PC client). Oberlin is responsible for setting up the VMware requirements. The Mitel software comes ready to load on a VMware instance.

Physical Mitel controllers will be deployed as back up resilient controllers and as gateway for non IP services such as paging systems, analog phone lines, or analog stations. The Model EX will be used at City Hall. The Model SMB will be used at Fire, OMLPS, Recreation, Service, WWTP and Water.

Existing Phone services as identified on our site surveys will be connected to the phone system to maintain continuity.

The new system will use a mixture of Mitel IP phones and Industry Standard analog devices as discovered on our site surveys. The analog devices will be existing hardware such as phones, call boxes, fax machines, and audio conferencing units.

The IP phones will be Mitel 6930 phones for high volume phone users and Mitel 6920 for low volume locations (typically without voice mail). All Models proposed are Gigabit capable phones with tagless buttons so no tag maintenance/typing is required.

Phone users who have a phone and voice mail will be deployed with Mitel's Standard license bundles which includes Multi Device (twinning), a PC Client, a Smartphone client, Voice Mail and Unified Messaging. Users can use the features as needed from that selection. Phones without Voice Mail will use a Basic Phone only license. An additional 150 mailboxes are included for Auto Attendant greetings, Information mailboxes, and non associated voice mail boxes.

The City currently has some IP phones for off network users. These are second phones in addition to their city desk phone. These phones are compatible with the new phone system. These phones can be part of a users Multi Device license (up to 8 devices), so my plan is to reuse those phones for their remote phone.

Currently, the Police have a Call Recorder from another vendor. It is recording 7 phones using a Digital Station tap. This quote includes the items needed on the Mitel side to record 7 phones. However, the recording vendor will also need provide their own quote to adapt the recorder to do VoIP recording.

Client Initials

Warwick will program your system to be compliant with Kari's Law. Mitel's systems support Ray Baum's Act compliance, however, integration with a validated NG911 vendor may be required, depending on the environment and configuration to be Ray Baum's Act compliant.

PROJECT MANAGEMENT

Warwick Communications will assign a Project Manager to oversee the information gathering and implementation phase of the project. During the project, the Project Manager will create a timeline for tasks that are required to be completed by Warwick and/or the customer to meet our implementation date. Information such as employee names, extension numbers, email addresses, network IP information, and an office layout diagram with all locations labeled is required (10) days prior to implementation to ensure a smooth transition.

TRAINING

Standard training includes access to Mitel web-based "Feature Teacher" end user training.

**Customized in-person or advanced training can be for included for an additional fee.*

IMPLEMENTATION

Implementation services are included in this proposal. All implementation work will be done during normal work hours, Monday through Friday 8 a.m.-5 p.m., unless otherwise stated in this proposal. Implementation will be a single-phase project completed over a period of approximately (5) days. Any additional work required accommodating your telephone service provider with connectivity or testing will be billed separately. All required infrastructure is to be in place in advance of our implementation unless components are being provided by Warwick Communications. Examples of infrastructure include but are not limited to cabling, jacks, data switches and power.

Per previous discussions, Oberlin is responsible for:

- A contract with the vendor for the Police recorder to upgrade it for VoIP compatibility.
- Agreeing to a separate Warwick quote for miscellaneous cabling and some paging speakers.
- Providing the resources at 85 S. Main for VMware deployment of Mitel applications.
- Providing the proper network design and hardware including Voice VLans and Power Over Ethernet. (if necessary, Mitel power supplies can be purchased if a phone is needed in a location with out POE.

If the project is delayed for reasons outside of Warwick Communications control for a period beyond (60 days) from contract approval, all materials will be invoiced and stored at Warwick Communications or the client site unless an extended installation has been agreed to in this contract. Changes to the scope of the installation are accepted up to (5) days in advance of the planned implementation date. If a change request is made within (5) days of the implementation, the change will be implemented after the cutover and billed separately, or the implementation date pushed back. This is required to ensure a smooth transition.

WARWICK SUPPORT SERVICES

The proposal includes 1-year, Warwick Basic coverage on all new materials and implementation services.

Warwick Basic Terms & Conditions - http://www.warwickinc.com/files/Warwick-Basic-Support_-TC.pdf

MANUFACTURER'S SOFTWARE SUPPORT

This proposal includes 1-year, Mitel Standard software support on the communications platform software.

Mitel Software Assurance Terms & Conditions - http://www.warwickinc.com/files/Warwick-Mitel-Software-Assurance_TC.pdf

Client Initials



WARWICK TECHNICAL SERVICES

Standard support is provided Monday-Friday, 8:00 am – 5:00 pm. Emergency service is available 24 x 7 and 365 days a year. Help Desk / Support is accessible for system questions or problems other than programming. See Terms & Conditions above for details.

Phone: (216) 830-8299
Email: support@warwickinc.com
Web: <https://www.warwickinc.com/contact-us/>

INVESTMENT

The total project cost is \$ 166,786.07. Any change order or additional charges will be invoiced separately.

Due to pandemic related product shortages, shipping delays and price increases - a revision to this quote may be necessary if prices increases by more than 15%. Due to variability in the Supply Chain, quotes for IT hardware (e.g. switches, routers, servers, etc.) are provided as estimates only and are good for **48 hours**. Actual price and availability will be confirmed at time of order placement."

PAYMENT TERMS

Upon receipt of the down payment, the System Programming Session will be scheduled, and a mutually agreeable installation date will be established.

- For projects over \$10,000 - 50% down payment due with contract acceptance, 45% due upon substantial completion of the implementation (defined as at least 90% complete), and the remaining 5% due upon completion of installation.
- Projects that will be completed in phases exceeding 60 days will be invoiced at the end of every month for materials and labor to date.

PROPOSAL EXPIRATION

Please note this proposal is valid for a period of 30 days from the date on page 1 of this document. Post 30 days the pricing for the solution will be re-evaluated, and an updated quote will be provided upon request.

Client hereby accepts Warwick's proposal set forth, and all terms and conditions included or attached with this proposal.

Client Acceptance

Robert H. Harard

Name

City Manager

Title

5-3-2023

Date

Approved as to form:

Jon D. Clark

Client Initials [Signature]

Warwick Acceptance

TOOD M. SHANNON

Name

VP OF GROWTH

Title

5/23/2023

Date

[Signature]

ADDITIONAL TERMS AND CONDITIONS

1. **PRICE:** Unless otherwise stated, all price quotations are valid for a period of thirty (30) days from the Quotation Date. Price does not include permit fees or sales tax unless specifically stated.
2. **TITLE:** Title to the system does not transfer until final payment is received.
3. **INSTALLATION DATE:** The Installation Date shall be determined by mutual agreement of the parties after acceptance, but is subject to change by Warwick due to delays in premises availability, conditions, strikes, accidents, acts of war (declared or undeclared), terrorist acts, failure of customer to supply programming information, or any other reason beyond Warwick's control. If the delay is caused by Customer's unilateral postponement of the Installation Date, or the failure of customer to supply programming information in a timely manner, Customer agrees to pay Warwick for all work in progress and materials on the job site or set aside in Warwick's warehouse. If Customer unilaterally postpones the Installation Date beyond 30 days, Warwick reserves the right to use the original Installation Date as the date from which manufacturer or equipment warranties commence.
4. **INTERPRETATION OF REQUIREMENTS:** Unless otherwise stated, the equipment covered by this quotation represents Warwick's interpretation of Customer's requirements based upon information supplied to Warwick by Customer. Warwick reserves the right to revise the quotation should actual requirements change.
5. **CANCELLATION:** In addition to all other remedies available to Warwick at law or in equity, if Customer cancels all or any part of this order after acceptance, Customer agrees to pay for all materials used or consumed to the date of cancellation, all work in progress, and Warwick's current re-stocking fee for equipment. In no event shall Customer be permitted to return specially ordered or customized equipment.
6. **NO REPRESENTATIONS:** No employee, sales representative, or other agent of Warwick has the authority to depart from the terms and conditions set forth herein, or to make any representations of warranties other than those set forth herein, unless approved in writing and executed by an officer of Warwick.
7. **CLAIMS FOR BREAKAGE AND NON-RECEIPT:** Customer shall inspect and report any broken or missing equipment within five (5) days after installation.
8. **SOFTWARE INSTALLATION:** Warwick recommends that third party software that is to be loaded onto Customer's existing computer or network system be installed by Customer. Warwick cannot accept responsibility for damage to hardware or software caused by the installation of third-party software.
9. **VOICE OVER INTERNET (VOIP):** This Quotation does not include any onsite work at remote locations (homes, satellite offices, etc.) for VoIP telephones unless specifically stated in the Scope of Work. The stability of the connection and the clarity of conversation through the use of a VoIP telephone or VoIP networked telephone system over the public Internet are outside the control of Warwick and are not subject to any guarantees or warranties.
10. **RELATED TECHNOLOGIES:** Warwick cannot be responsible for system or software performance when third party technology not supplied by Warwick, such as caller-ID, either interfere with or prohibit the full feature set of a product sold by Warwick.
11. **MARKETING:** Customer grants Warwick a license to use Customer's identity for promotional purposes.
12. **MISCELLANEOUS:** After acceptance, this quotation (and Warwick's Limited Warranty, if applicable) shall constitute the entire agreement (s) between the parties and shall not be amended, except by a subsequent agreement in writing executed by Customer and an officer of Warwick. In all respects, this agreement shall be governed by laws of the State of Ohio. Warwick and Customer consent to jurisdiction and venue in Cuyahoga County, Ohio.
13. **SUPPORT SERVICES:** The commencement of the coverage is dependent upon the implementation process and may be impacted by delays incurred outside of Warwick's control once an initial implementation date has been established.
14. **MANUFACTURER'S SUPPORT SERVICES:** The commencement of the Software Support is during the configuration and programming phase of the project; therefore, the software and hardware support may not be coterminous.

Client Initials

