

Request for Committee Action

To: Ways & Means
Date: 9/8/2015
From: Information Technology
Prepared by: Mary Meyer
Presented by: Otto Doll, Chief Information Officer
File type: Action
Subcategory: Contracts & Agreements

Subject:

Contract with Norstan Communications, Inc. d/b/a Black Box Network Services which includes a third party software license agreement with Unify, Inc.

Description:

Authorizing City officials to enter into and sign a contract with Norstan Communications, Inc. d/b/a Black Box Network Services (Norstan) for additional "Help and Service Desk" implementation services and which includes a third party "End-User License Agreement" with Unify, Inc.

Ward/Neighborhood/Address:

Not Applicable

Background/Analysis:

The City of Minneapolis Information Technology department installed a new Norstan phone system in 2006 that included Expression voicemail, OpenScape/ProCenter (phone applications used by 311, UB and other departments) PBX (Private Branch Exchange 673 numbers) software license and professional services to operate the telephone system. The City desires to add approximately thirteen software licenses as part of the internalization of the Help and Service Desks. The actual software licenses are held by Unify Inc., a sub-contractor of Norstan. Unify is the actual licensor and provides the maintenance of these applications. Norstan requires the City to accept the terms of the Unify End-User License Agreement as a condition for entering the contract with Norstan.

The City has not experienced any software related issues with Norstan or its sub-contractors. The City and Norstan have upgraded each of these applications to maximize staff utilization of the phone system under the terms of the maintenance and support agreements.

Information Technology requests proper City Officials to accept the following requirements in Unify Inc., End-User License Agreement:

- The Unify End-User License Agreement is governed by the laws of the State of Florida without regard to its conflicts of laws rules. This would mean any disputes would need to be dealt with in the State of Florida.
- Under the Limitation of Action –“Neither party may bring a legal action more than two years after the cause of action arose”. This contrasts with Minnesota law which provides up to six years to bring a breach of contract claim.

Since the Information Technology Department (IT) has never had any software related issues with the phone system IT believes the terms associated with the Unify End-User License Agreement expose the City to a very low risk.

Financial Review:

No additional appropriation required, amount included in current budget.

- Future budget impact anticipated.**
- Approved by the Permanent Review Committee.** Not applicable.
- Meets Small and Underutilized Business Program goals.**