COUNTY DEPARTMENT AGENDA REQUEST

Department:	Finance	Presenter(s):	Nina Madrid
Meeting Date:	June 24, 2010	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to renew the Annual Support Agreement with Data Voice, Inc. for telecommunications equipment and software beginning July 1, 2010 and ending June 30, 2011 at a total cost of $39,996.00.

Background/History/Details:

This agreement is for the annual support of Fayette County's phone equipment and associated software.

In 2002 Fayette County sent out an RFP for the Telecommunications System for the new Justice Center and Jail Expansion project. In 2007 another RFP was sent out to upgrade the Telecommunications Systems for McDonough Road and the Stonewall Administrative Complex. Data Voice was awarded the contract for both projects. Data Voice has also installed the telecommunications systems used by Crosstown Water Plant and Animal Control.

The annual agreement which begins July 1, 2010 and ends June 30, 2011 provides support for all the equipment and software installed by Data Voice. This agreement may be terminated with a thirty day written notice given by either party prior to the termination date. The annual cost for the support services is $39,996.00 to be paid quarterly. The cost has remained level with no increase for FY 2011.

Data Voice is a Mitel Platinum Dealer authorized to sell and support our systems, has provided excellent service to the County for the past eight years, and is very knowledgeable in the configuration and programming of our systems.

What action are you seeking from the Board of Commissioners?

Authorization for the Chairman to execute the one year agreement with Data Voice, Inc. for the support of Fayette County's telecommunications equipment and software. The County Attorney has reviewed the agreement.

If this item requires funding, please describe:

The cost for the annual support agreement was provided to the Finance Department and is included in the FY2011 budget proposal.

Has this issue come before the Commissioners in the past?	Yes	If so, when?	Thursday, May 28, 2009
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

SUPPORT AGREEMENT

CUSTOMER Numbers 2284, 2345, 2411, 2413, 2343, 2347
Effective Date 0**7/01/2010**

This Support Agreement ("Agreement") is made by and between **DATA VOICE, INCORPORATED,** a Georgia corporation, with offices at PO BOX 1502 Suwanee, GA 30024 ("DATA VOICE") and **FAYETTE COUNTY, GEORGIA** a political subdivision of the State of Georgia, with offices at 140 Stonewall Avenue, Suite 101, Fayetteville, Georgia 30214 ("CUSTOMER") for the following equipment and locations.

Justice Center, Jail, and Sheriff's Office

PAVT1016-08051-00	D/240-T1 CTBUS 24 PORT PCI CARD	2.00
PAVT1019-03020-32	CAPTARIS 32 PORT CALLXPRESS UNIFIED	1.00
PAVT1019-03162-00	CALLXPRESS UNIFIED MESSAGING FOR MS	1.00
PAVT1024-03203-00	CALLXPRESS 7.X USB SECURITY DONGLE	1.00
PAVT1024-03914-00	INITIAL 4 PORT CALLXPRESS UM 7.7 UPGRADE	1.00
PAVT1024-03916-00	ADDITIONAL 4 PORTS - CALLXPRESS UM 7.7	1.00
PAVT2000-00000-05	RIGHTFAX ADDITIONAL FAX CHANNEL	6.00
PAVT2000-87004-00	RIGHTFAX 8.7 GATEWAY FOR MS EXCHANGE	1.00
PAVT2050-87090-00	RIGHTFAX 8.7 BUSINESS SERVER UPGRADE	1.00
PAVT2125-10104-00	TR114+uP4L FOUR CHANNEL LOOP START FAX	2.00
PCAB10.4PR.CAT5.BLU	10 FOOT CATEGORY 5 BLUE PATCH CORD	57.00
PCAB10M.2F.SC.ST	10 METER FIBER CABLE SC-ST CONNECTORS	12.00
PCAB25CX25	25' FEMALE HANGOFF CABLE, 25 PAIR	42.00
PCAB25PX25	25 PAIR, 25' MALE ENDED HANGOFF CABLE	2.00
PCAB3M.2F.ST	3 METER FIBER CABLE ST-ST	4.00
PCABATDB9F-8	RJ45 TO DB9F ADAPTER	1.00
PCABATDB9M-8	RJ45 TO DB9M ADAPT	2.00
PCABATRA8F	RJ45 TO DB25F ADAPTER	3.00
PCORL-H4DU-25-BK	25'H/S CORD-BLACK	6.00
PDEM50004894	5224 IP PHONE DARK	1.00
PMI2MC330AB	MITEL NETWORKS SX 2000 LIGHT DIGITAL	14.00

PMIS017-739-10	PINNACLE 1000 UPS TOWER	1.00
PMIS017-739-20	PINNACLE 2000 UPS TOWER	3.00
PMIS033-739-10	PINNACLE 1000 TOWER BATTERY PACK	1.00
PMIS033-739-20	PINNACLE 2000 TOWER BATTERY PACK	3.00
PMIS07-00-03411	PC ANYWHERE HOST AND REMOTE	1.00
PMIS30900000	USB EXTERNAL MODEM	3.00
PMIS31420-700	RACK PANEL ADAPTER (3.46") BLACK	1.00
PMIS398722	CARBON COPY	2.00
PMIS476002	PREMIER 7020 SINGLE LINE TELEPHONE	15.00
PMISCH-BT1	CHIME 90 DB - COVERS 1000 TO 5000 SQ FT	1.00
PMISCOMPAQPROLIANT	COMPAQ PROLIANT ML 370 G3 INTEL XEON	1.00
PMISDVMDF	MAIN DISTRIBUTION FRAME AND	1.00
PMISDVPCPENTIUM4/20	PENTIUM 4 PLATFORM WITH WIN 2000 SERVER,	1.00
PMISDVPENTIUMIII	PENTIUM III PLATFORM WITH WINDOWS NT	1.00
PMISEHN408-0010	PREMIUM KVM CPU CABLE (10 FT)	3.00
PMISEXP2241	UNIDEN EXP2241 2.4 GHz CORDLESS	22.00
PMISOR808004922	24 PORT, 6 PAIR, 4 CONDUCTOR PATCH PANEL	1.00
PMISP5E24B19E	24 PORT CATEGORY 5E PATCH PANEL	1.00
PMISSCS200	LANTRONIX 2 PORT SECURE CONSOLE SERVER	1.00
PMISSW626A-R2	PERSONAL SERVSWITCH 4 PORT	1.00
PMISSWLOCKBOX	SOFTWARE LOCK BOX	2.00
PMIST5583	ESPIRIT 108 STYLE KEYBOARD	1.00
PMIST8103	ESPIRIT 5510 TERMINAL WHITE	1.00
PMISUSR5686D	56K EXTERNAL MODEM	2.00
PMIT50000402	MITEL NETWORKS SUPERSET 4025 DARK NON	277.00
PMIT50001184	MITEL NETWORKS LIGHTWARE 31 SOFTWARE	1.00
PMIT50001266	MITEL NETWORKS 3300 UNIVERSAL ANALOG	1.00
PMIT50001270	MITEL NETWORKS 3300 UNIVERSAL NETWORK	1.00
PMIT50002417	MITEL NETWORKS 5230 IP APPLIANCE (PDA	1.00
PMIT50002818	MITEL NETWORKS 5220 IP PHONE DARK GREY	45.00
PMIT50002820	MITEL NETWORKS 5240 IP APPLIANCE DARK	4.00
PMIT50002922	MITEL NETWORKS 3300 10 PACK, CISCO	5.00
PMIT50002971	MITEL NETWORKS 3300 CONTROLLER (700	1.00
PMIT50002974	MITEL NETWORKS 3300 RELEASE 3.2 BASE	1.00
PMIT50002976	MITEL NETWORKS MN 3300 POWER CORD PACK	1.00
PMIT50002979	MITEL NETWORKS 3300 QUAD DSP	1.00
PMIT50004800	6000 MAS RELEASE 6.1 SOFTWARE	1.00
PMIT52000260	MITEL NETWORKS SX 2000 LIGHT T1 II (DS1)	2.00
PMIT52000380	MITEL NETWORKS T1 II MSDN NETWORK	1.00
PMIT53001220	MITEL NETWORKS 6010 TELEWORKER SOLUTION	1.00
PMIT54000291	MITEL NETWORKS 3300 1 IP USER LICENSE	60.00
PMIT54000294	MITEL NETWORKS 3300 1 IP DEVICE LICENSE	60.00
PMIT54000303	MITEL NETWORKS 3300 NETWORK LINK LICENSE	1.00
PMIT54000450	MITEL NETWORKS SX2000 LIGHT FEATURE	1.00
PMIT54000510	MITEL NETWORKS SX2000 LIGHT FEATURE	1.00
PMIT54000650	MITEL MN 3300 COMPRESSION LICENSE (8	1.00
PMIT9125-100-270-NA	MITEL NETWORKS SX 2000 LIGHT PRI	2.00
PMIT9125-533-002-NA	2ND DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9125-533-003-NA	3RD DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9125-533-004-NA	4TH DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9125-533-005-NA	5TH DIGITAL LINK SOFTWARE OPTION	1.00

PMIT9125-533-006-NA	6TH DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9125-533-007-NA	7TH DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9125-533-008-NA	8TH DIGITAL LINK SOFTWARE OPTION	1.00
PMIT9132-001-200-NA	MITEL NETWORKS SUPERSET 4001 DARK GREY	136.00
PMIT9132-025-200-NA	MITEL NETWORKS SUPERSET 4025 DARK GREY	16.00
PMIT9141-110-300-NA	MITEL NETWORKS DATASET 1103	1.00
PMIT9148-000-039-NA	MITEL OPS MANAGER SYSTEM MANAGEMENT	1.00
PMIT9150-500-399-NA	FLOPTICAL DISK	2.00
PMIT9189-000-401-NA	MITEL NETWORKS SX 2000 LIGHT	2.00
PMIT9400-200-116-NA	MITEL NETWORKS SX 2000 LIGHT PERIPHERAL	5.00
PMIT9400-200-124-NA	MITEL NETWORKS SX 2000 LIGHT DSU NODE	2.00
PMIT9400-200-163-NA	MITEL SX2000 LIGHT REDUNDANT CONTROL	1.00
PMIT9401-000-024-NA	MITEL NETWORKS MUSIC ON HOLD/PAGE UNIT	1.00
PMITMC320FA	MITEL SX2000 LIGHT ONS LINE CARD	9.00
PMITMC330AB	MITEL NETWORKS SX 2000 LIGHT DIGITAL	18.00
PMITMC340BA	MITEL NETWORKS SX 2000 LIGHT LOOP	2.00
PMITMFRD-A-18	MITEL NETWORKS SX 2000 LIGHT LARGE	1.00
PMITMSA-A-08	MITEL NETWORKS SX 2000 LIGHT TRAFFIC	1.00
PMITMSA-A-09	MITEL NETWORKS TRUNK BUSY STATUS	1.00
PMITMSA-A-11	MITEL NETWORKS SX 2000 LIGHT ADVANCED	1.00
PMITMSA-A-12	MITEL NETWORKS SX 2000 LIGHT MAIN	1.00
PMITMSA-A-20	MITEL NETWORKS SX 2000 LIGHT ANSWER PLUS	1.00
PMITMSA-A-34	MITEL NETWORKS SX 2000 LIGHT INTERNAL	1.00
PMITMSA-A-45	MITEL NETWORKS SX 2000 LIGHT DSS/BLF	1.00
PMITMSA-A-49	MITEL NETWORKS SX 2000 LIGHT EMERGENCY	1.00
PMITMTCL-A-20	MITEL NETWORKS SX 2000 LIGHT 640	1.00
PONE350-032	ONEAC GROUND BAR	1.00
PONE568308	6-AP CENTRAL OFFICE LINE PROTECTOR	16.00
PPOMMC320EA	MITEL SX2000 LIGHT ONS LINE CARD	1.00
PPOMMC340BA	SX2000 LIGHT LS/GS TRUNK CARD	1.00

Falcon Field Airport

50004894	5224 IP Phone, Dual Mode	2.00

Parks and Recreation

PMIT50003791	MITEL NETWORKS 5220 IP PHONE, DUAL MODE,	6.00
PMIT50004197	MITEL NETWORKS LINE INTERFACE MODULE	3.00

Crosstown Water Plant

PI4I2CHANNEL	I4 2-CHANNEL IP NETWORKING LICENSE	1.00
PI4I50000925	COMPRESSION RESOURCE LICENSE (ONE	2.00
PI4I50003457	ISERIES EXECUTIVE DISPLAY IP TELEPHONE,	13.00
PI4I50004261	I4 INCLUDES: 6 LS/CLASS TRUNKS, 2 ONS,	1.00
PI4I50004262	I4 ANALOG OPTION CARD	1.00
PI4I50004372	DUAL DSP	1.00

PI4I54000929	2ND ETHERNET PORT	1.00
PMIS721024	89B BRACKETT	1.00
PMIS771141	66M1-50 BLOCK	1.00
PONE350-032	ONEAC GROUND BAR	1.00
PONE6-AP	ONLINE 6 SERIES ANALOG PROTECTOR FOR CO	9.00

Animal Control

PCAB10.4PR.CAT5.BLU	10 FOOT CATEGORY 5 BLUE PATCH CORD	3.00
PCABATDB9F-8	RJ45 TO DB9F ADAPTER	1.00
PCABATDB9M-8	RJ45 TO DB9M ADAPT	1.00
PCABATRA8F	RJ45 TO DB25F ADAPTER	1.00
PCABATRA8M	RJ45 TO DB25M ADAPTER	1.00
PCOR466007	7' BASE (LINE) CORD, 4 CONDUCTOR	8.00
PMISSCS200	LANTRONIX 2 PORT SECURE CONSOLE SERVER	1.00
PMISSWLOCKBOX	LOCK BOX	1.00
PMISUSR5686D	56K EXTERNAL MODEM	1.00
PMIT50003791	MITEL NETWORKS 5220 IP PHONE, DUAL MODE,	4.00
PMIT50004197	MITEL NETWORKS LINE INTERFACE MODULE	3.00
PMIT52001151	MITEL NETWORKS IP PHONE LICENSE (USER &	4.00
PMIT52001874	MITEL NETWORKS 3300 CX CONTROLLER	1.00
PMIT54000297	MITEL NETWORKS 3300 SINGLE MAILBOX	8.00
PMIT54000297	MITEL NETWORKS 3300 SINGLE MAILBOX	8.00
PMIT54001490	3300 TENANTING OPTION	1.00
PMITPDPH6012/AC48	MITEL NETWORKS 12 PORT POWER DSINE	1.00
PONERM-10	ONEAC 10 PORT SURFACE MOUNT BASE UNIT	1.00
PONERM-AP11	RM-AP11 PROTECTOR	6.00
PONERM-AP11	RM-AP11 PROTECTOR	3.00

Water System/Public Works/B&G

50005080	3300 Mxe Controller	1.00
50005084	MXe AC Power Supply	1.00
50005452	3300 2 Pack Hard Drive FRU	1.00
50005086	MXe RAID Sub-System	1.00
50005087	MXe Processor	1.00
54002537	3300 Gateway Software Package (200 devices) INCLUDE(S): 54000540 - 3300 IP Networking License (Qty 1) NOTE(S): Supports a maximum of 200 devices	1.00
50002976	Power Cord Pack (Qty 3); NA	1.00
50003560	Embedded Digital Trunk Module	1.00
50002979	ICP Quad DSP Card	1.00
50001754	5485 IP Paging Unit	1.00
51002525	3300 Phone Power Dongles (6 Pack)	
50003734	3300 Power Dongle Rev 2 (10 Pack)	3.00
54000303	3300 Network Link License	1.00
54000860	3300 Advanced Voicemail Option	1.00

54001130	3300 Voicemail Networking Option	
54001490	3300 Tenanting Option	1.00
52001151	3300 IP Phone License	60.00
54000297	3300 Mailbox License	75.00
54000300	3300 ACD Agent License	1.00
50002815	5201 IP Phone Dark Grey	1.00
50004894	5224 IP Phone, Dual Mode	36.00
50003791	5220 IP Phone, Dual Mode	22.00
51008924	Management Access Point EM GBL	
51008926	Management Access Point EMSU GBL	

Administrative Complex / Library

50005080	3300 Mxe Controller	1.00
50005084	MXe AC Power Supply	1.00
50005452	3300 2 Pack Hard Drive FRU	1.00
50005086	MXe RAID Sub-System	1.00
50005087	MXe Processor	1.00
54002764	3300 Integrated Software Package (500 devices)	1.00
	INCLUDE(S):	
	54000291 3300 User licence (Qty 8)	
	54000294 3300 Device licence (Qty 8)	
	54000297 3300 Voicemail licence (Qty 8)	
	54000303 3300 Network link licence (Qty 1)	
	NOTE(S):	
	Supports a maximum of 500 devices	
50002976	Power Cord Pack (Qty 3); NA	1.00
50003560	Embedded Digital Trunk Module	1.00
50002979	ICP Quad DSP Card	
50001754	5485 IP Paging Unit	
54000540	3300 IP Networking License	1.00
54000860	3300 Advanced Voicemail Option	1.00
54001130	3300 Voicemail Networking Option	
54001490	3300 Tenanting Option	1.00
52001151	3300 IP Phone License	242.00
54000297	3300 Mailbox License	340.00
50004894	5224 IP Phone, Dual Mode	230.00
50005804	5330 IP Phone	1.00
51008924	Management Access Point EM GBL	
51008926	Management Access Point EMSU GBL	

911 Center

50004894	5224 IP Phone, Dual Mode	6.00
50003791	5220 IP PHONE	2.00
50002815	5201 IP Phone Dark Grey	1.00

1. **RATES**: Rate for support services will be at a discounted rate of $3,333.00 per month, payable quarterly in advance. 3300 Software Assurance for Fayette County Water, Fayette County Stonewall and 6010 Teleworker for Fayette County will be offered to you FREE of charge saving you $2400.00 per year. Data Voice will also

issue a $500.00 credit on your account at time of renewal for any Remote Programming Fees incurred. Labor rate of service calls not under support agreement will be charged at $95.00 per hour. Failure to pay invoices when due may result in suspension of support services and termination of this agreement. DATA VOICE reserves the right to suspend all service to the CUSTOMER if any invoices for goods or work performed are outstanding in excess of 30 days of invoice date.

2. **TERM**: This agreement will commence on the effective date and will expire on June 30, 2011 unless terminated by either party giving written notice of said termination thirty (30) days prior to termination. The agreement may be renewed each year at CUSTOMER'S option for a renewal period of one (1) year subject to the availability of budgetary funds.
3. **EQUIPMENT**: Support services will be provided on the above listed equipment.
4. **ROUTINE SERVICE**: Response will be rendered typically within 4 hours, but not to exceed 24 hours. (between 8 AM to 5 PM regular work days)
5. **EMERGENCY SERVICE**: Response will be rendered typically within 1 hour, but not to exceed 2 hours. (between 8 AM to 5 PM regular work days). After hours, or on holidays and weekends, emergency service is available for an additional labor charge.
6. **PARTS**: All defective parts caused by normal wear and use will be repaired or replaced by DATA VOICE, Incorporated.
7. **PREVENTIVE MAINTENANCE**: Preventive maintenance will be performed as set forth in the manufacturer's specifications.
8. **ITEMS NOT COVERED**: Expressly excluded from the service provided for under this Agreement are: Repair or service for damages to or failure of the Equipment resulting from Carrier Services failure or lack of Carrier Service, CUSTOMER'S LAN or Host, CUSTOMER provided parts or materials, CUSTOMER data entry, CUSTOMER'S failure to maintain the environmental or electrical conditions as recommended by the manufacturer, CUSTOMER provided software, power surges or dirty power, any additional Equipment provided by other than DATA VOICE, misuse, negligence by anyone other than DATA VOICE, tampering, accident, abuse, fire, flood, wind, act of God or public enemy, wiring, repair, or alteration by anyone other than DATA VOICE, any programming by anyone other than DATA VOICE, or CUSTOMER without DATA VOICE'S prior written approval; damages caused by Equipment or lines of the host telephone Equipment, parts which have been damaged or consumed by pests or domestic animals, or lost or stolen and any other repairs, replacement, or maintenance, except repairs, replacement or maintenance resulting from other than normal use of the Equipment. Repairs necessitated by any of the above excluded causes shall be made by DATA VOICE if so requested by CUSTOMER and CUSTOMER agrees to pay DATA VOICE for such repairs at the applicable rate. Replacement batteries (for any system related components including battery backup), headsets, user guides, and telephone set designation labels are not covered.
9. **ADDITIONAL MOVE, ADD OR CHANGE SERVICES**: DATA VOICE shall relocate, rearrange, add to, or remove Equipment, or do programming changes only at the request of the CUSTOMER who agrees to pay appropriate charges in accordance with DATA VOICE'S then current rates for such services.
10. **ENVIRONMENT**: CUSTOMER agrees to provide the proper operating environment for the equipment per DATA VOICE and the manufacturer's recommendations. CUSTOMER agrees and understands that lack of the proper environment may result in damage or failure of the electronic components of the equipment and that such damage or failure is NOT covered under this agreement.
11. **ELECTRICAL REQUIREMENTS**: CUSTOMER agrees to provide the necessary electrical outlet(s) on separate circuit(s) per DATA VOICE and the manufacturer's recommendations. The CUSTOMER also understands and agrees that such electrical power shall be within the tolerances recommended by DATA VOICE and the manufacturer and that the failure to provide power within these tolerances may result in damage, failure or malfunction of the equipment, which is NOT covered under this agreement.
12. **RIGHT TO ASSIGN OR SUBCONTRACT OR TRANSFER**: DATA VOICE shall have the right to assign or subcontract this agreement in full or in part subject to the approval of the Customer, which will not be unreasonably withheld. Should the contract or proceeds therefrom be assigned by DATA VOICE, then the proceeds of the contract will be paid to DATA VOICE or its assignee without off-set.
13. **EQUIPMENT CHANGES**: The monthly charges for support will be based upon the equipment listed above. As the type or quantity of this equipment increases or changes, or decreases, the monthly charges will be

changed accordingly. This change in monthly charges will occur on the renewal date of this agreement (July 1, 2010) and will be according to a new schedule showing a listing of equipment in use by you as of that date.

14. **RATE INCREASES**: Subject to Section 13 above, DATA VOICE agrees that increases in the support charges under this contract will not exceed the percentage increase indicated by the "Consumers Price Index" or proportionate increases in DATA VOICE parts, labor and overhead costs. The "Consumer Price Index" is the U.S. Average as published in the "Monthly Labor Review" of the Bureau of Labor. Statistics of the U.S. Department of Labor.
15. **ACCESS**: DATA VOICE shall have full access to all equipment to be serviced hereunder in order to carry out the provisions of this agreement
16. **NO OTHER AGREEMENTS**: The provisions contained herein constitute all of the terms and conditions of this agreement and supersede any and all prior statements and understanding, written or oral. This contract is not binding upon DATA VOICE until accepted and approved by an officer of DATA VOICE and the initial payment is made.

FAYETTE COUNTY ACCEPTANCE:

This agreement is hereby executed on

Date_____

By_____

Print Name_____

Title_____

DATA VOICE, INC ACCEPTANCE

This agreement is not valid until executed by an Officer of DATA VOICE, INC.

Date_____

Account Executive_____

DATA VOICE Authorized Signature_____

Title_____