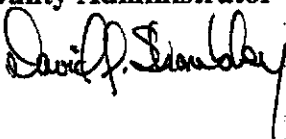


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Philip Morley, County Administrator
FROM: David Shambley 
DATE: August 15, 2011
RE: Stargate Technologies – Voice Mail System Upgrade

STATEMENT OF ISSUE:

The agreement with Stargate Technologies, Inc. is for the replacement of the aging voicemail system.

ANALYSIS:

Upgrading the voicemail system will provide greater voicemail system reliability and will work with phone systems currently in place as well as new systems planned in the future.

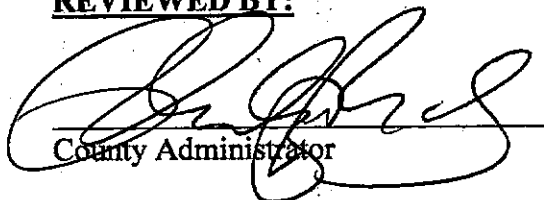
FISCAL IMPACT:

The voicemail upgrade is included in the 2011 capital portion of the Information Services budget.

RECOMMENDATION:

Approve and authorize the Board of County Commissioner Chairman to sign the Stargate Technologies, Inc. agreement.

REVIEWED BY:



County Administrator

8/19/11

Date



PURCHASE AGREEMENT

Purchaser: Jefferson County Courthouse	STI Contract No.: JCCDV2016
Bill To Address: P.O. Box 1220 Port Townsend, WA 98368	Installation Address: 1820 Jefferson St. Port Townsend, WA 98368
Customer Contact Name / Title: Sara McIntyre	
Telephone: 360-385-9171	Customer Purchase Order Number:

Stargate Technologies, Inc., hereafter *STI*, offers the materials and / or services under the terms and conditions as described in this PURCHASE AGREEMENT, with Schedule(s) 1 being part of this PURCHASE AGREEMENT.

Purchase Price: \$23,160.00 **Applicable Taxes:** \$2,084.40 **Total:** \$25,244.40

Terms: \$0 due with accepted / authorized PURCHASE AGREEMENT and a balance of:

\$25,244.40 due at close of business on the System Cutover Date.

This PURCHASE AGREEMENT and its attachments contain the entire agreement between the parties. *STI* is not bound by any representations or inducements not set forth herein. Purchaser, having carefully read all provisions of this PURCHASE AGREEMENT and any attachments hereto, acknowledges receipt of a copy of this contract which is the final expression of the agreement between the parties and the complete understanding being expressed herein, and that there are no representatives, warranties, or stipulations (either oral or written) not herein contained. This PURCHASE AGREEMENT shall not become effective or constitute a binding contract until acceptance by an officer of *STI*.

Conditions:

1. **INSTALLATION:** *STI* shall install the equipment being purchased in accordance with current applicable industry standards. All work is to be done in a good and workmanship-like manner.
 - Purchase does not include wiring, permit fees, fire stop or conduit, unless specifically quoted.
 - Material and labor pricing is for installation, terminating and testing of systems.
 - This agreement assumes that all pathways are free, clear and accessible.
 - This agreement assumes that if *STI* is utilizing existing wiring that it is run properly and in good working condition.
 - This agreement assumes that all jacks are terminated and in proper working condition.
 - All additional materials and labor due to existing faulty wiring or other problem conditions inhibiting proper configuration and installation will be supplemental costs to the purchaser.
2. **PURCHASER RESPONSIBILITIES:** Purchaser shall cooperate fully with *STI* in obtaining all necessary consents and waivers from the owner of premises in connection with installation, and shall supply all supplemental equipment necessary for the installation such as (but not limited to) conduits, back-boxes, high-voltage wiring and outlets. Purchaser will provide adequate space for the equipment in an environmentally stable room with a temperature range of 40-80 degrees Fahrenheit, and relative humidity not to exceed 80 percent. Purchaser will insure that adequate lighting, and a separately fused; Dedicated Circuit-AC power source is available. Purchaser is responsible for any permits that may be required for such installation.
3. **CUTOVER DATE** (if applicable): *STI* shall advise Purchaser that the system cutover will be performed on a "given date" and the Purchaser agrees to monitor cutover. Cutover shall be completed when a substantial portion of the equipment is connected to utility supplied circuits and will allow the placement and receipt of telephone calls on said circuits. *STI* and Purchaser agree that this date is SYSTEM CUTOVER DATE. Upon mutual agreement, cutover date can be rescheduled. Neither party shall be held responsible if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within reasonable control of the party.
4. **CANCELLATION:** Should conditions develop requiring cancellation of all, or part of this Agreement by the Purchaser, the Purchaser shall advise *Stargate Technologies, Inc.* in writing. Purchaser is liable to pay *STI* a restocking charge of 15 percent of the sale amount for materials, plus any labor and engineering hours expended, charged at *Stargate Technologies, Inc.* current rate, unless said equipment was specifically ordered for the Purchaser and is not re-stockable by *Stargate Technologies* supplier in which case no cancellation will be allowed.

5. **INTERCONNECTION WITH UTILITY FACILITIES:** *STI* service shall be limited to the supplying of equipment on the Purchaser's side-of-the-interface device connecting the equipment to the telephone system operated by the local telephone utility. *STI* shall not be responsible in the event the utility fails to make interconnection services available on a timely basis, nor shall *STI* be obligated to pay any tariff or charged levied by the utility with respect to such services. Arrangements for directory listings, advertisements, directory supplies, data transmission facilities, pay telephones, message systems, answering systems, etc., are the responsibility of the Purchaser unless otherwise provided for elsewhere in this Agreement.
6. **WARRANTY AND LIMITATION OF LIABILITY:** Subject to the provisions of this paragraph, whether the equipment is purchased or leased, *STI* warrants the equipment will be free from defects in material and workmanship for a period **1-YEAR(s)** FROM SYSTEM CUTOVER DATE.
The warranty stated above is expressly in lieu of and STI disclaims any other expressed or implied warranties, including any implied warranty of merchantability of fitness, and of any other obligation on the part of STI. If any defects covered by this warranty appear within the above stated period, STI shall have the option of repairing or replacing equipment at its expense. Such repair or replacement shall be the Purchaser's exclusive remedy for breach of warranty or for negligence. Stargate Technologies liability for any other claim shall be limited to the market value as of the date of the claim of the item of equipment giving rise to the claim. STI shall not be obligated to repair or replace equipment that has not been installed by STI. Whether the equipment is purchased or leased, STI shall not be liable for any special or consequential damages or for loss, damage, or expense directly, or indirectly arising from use of the equipment sold or leased hereunder or arising from Purchaser's inability to use the equipment, or from any other cause, whether arising from contract, strict liability, warranty, or tort (including negligence). All warranties will be void on the equipment listed herein, nor shall STI be liable for any special or consequential damages for equipment damaged or rendered unserviceable by negligence, misuse, theft, vandalism, Acts of God, fire, or by wiring, repair, relocation or alteration made by anyone other than Stargate Technologies authorized personnel.
7. **ADDENDUM / CHANGES:** If it becomes desirable or necessary for the Purchaser at any time subsequent to the date of this Agreement to make any changes in either the material or labor under the terms of the Agreement, this change shall be made in writing and shall be signed by the Purchaser and *STI*. The Purchaser will be invoiced for said changes separate and apart from the total sale price of this Agreement.
8. **DEFAULT:** If any of the Purchaser's obligations to *STI* shall not be paid promptly when due, or if the Purchaser breaches any other provisions hereof, the Purchaser shall be in default hereunder, and all unpaid amounts shall, at *Stargate Technologies* option, become immediately due and payable. Upon the Purchaser's default, *STI* shall have all the rights and remedies under the Uniform Commercial Code, and any other laws including the right to any delinquent payments for which the Purchaser is liable. All unpaid balances shall be assessed late charges to be determined by *STI* and a finance charge of 18% per annum. No remedy of *STI* hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative, and in addition to every other remedy.
9. **TITLE:** Title to any or all of the equipment, whether purchased or leased hereunder, shall remain with *STI* until the Purchaser has made all payments due to *STI* under this Agreement. Risk of loss shall pass to the Purchaser upon delivery. In the event such equipment is affixed to real property, it is expressly understood and agreed that it shall remain subject to removal as hereunder provided, and further that the Purchaser/Owner/Customer hereby waves any and all claims for damage to said real property or building caused by the removal of said equipment or any part thereof. The Purchaser shall execute any documents deemed necessary to *STI* to evidence such title and *STI* to evidence such title and *STI* may file a copy of this Agreement as desired to evidence such title.
10. **APPLICABLE LAW:** The laws of the State of Washington shall govern this Agreement. In the event there is any dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as determined by the court at trial and on appeal. If any provisions of this Agreement are in conflict with any statute of law of any state or territory wherein it may be sought, to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, but without invalidating the remaining provisions thereof.
11. **USE OF EQUIPMENT:** The Purchaser hereby assumes and shall bear the entire risk of direct and consequential loss and damage to equipment, or any part thereof, from the date of delivery to premises. The Purchaser shall pay any municipal, county, state, or federal sales, excise or other taxes which may be levied upon the sale, transfer of ownership, or use thereof.
- 11.1 The Purchaser shall indemnify and hold *STI* harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees claimed by any person, organization, association, or otherwise arising out of, or relating to the equipment use, possession, operation, and / or condition thereof.
- 11.2 The Purchaser shall indemnify and hold *STI* harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and / or financial harm to the Purchaser resulting from any breach of security or fraud, whether as a result of equipment performance or failure on the part of *STI* to foresee a potential exposure to security breakdown.

Purchaser Authority, Name / Title: [Please Print]	Acceptance and Approval: Stargate Technologies, Inc. Ms. Katherine J. Wilson, President
Purchaser Signature:	Officer Signature:
Date:	Date:

Approved as to form only:

David Alving 8/4/2011
 Jefferson Co. Prosecutor's Office



16501 7th Pl. W
 Lynnwood, WA 98037
 Phone (425) 609-6200
 Fax (425) 609-6299

AVAYA

BUSINESSPARTNER

Contract No.:	JCCDV2016
Quotation prepared by:	Betsie Mantei
Date:	July 22, 2011

Schedule 1

PURCHASER:	Jefferson County Courthouse
LOCATION:	1820 Jefferson St., Port Townsend, WA 98368

DESCRIPTION:	<ul style="list-style-type: none"> New DuVoice DV2016 Voice Mail system to replace aging DV24 currently providing voice mail services to various county entities
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Hardware and Software		
Qty	Description	
1	DV2016 – Hardware and software for 16 ports of voice messaging, 1 port fax, 5,000 hours, 5,000 mailboxes, Windows 7 based VM & Unified Messaging, 4x4 Analog Dialogic Boards	
1	DVRack – 4U Rack Case, 2x1 GB RAM, 160 GB IDE HDD, 10/100/1000 NIC, 18X CD, Keyboard & mouse	
Note - monitor NOT included		
1	PW-ATX-RED – Second power supply for redundancy	
1	ATA-KIT-HS – Hot-swappable mirrored Hard Drive	
1	PreProg-Ent – Enterprise pre-programming package. DuVoice gathers data, programs voice mail system and provides remote administration training	
1	DVSS16 – 12 Months Software Support	
1	EW-2016 – 12 Months Hardware Support	
1	Stargate professional on-site installation and phone system integration	
All	Associated cables and connectors	
All	Hardware and software installation, programming, customization, shipping, documentation and training	
Total Hardware and Software		\$22,720.00
Installation Charges		\$2,040.00
Sub-Total		\$24,760.00
Customer Loyalty Discount		-\$1,600.00
Total		\$23,160.00
9.0% Washington State Sales Tax		\$2,084.40
Grand Total		\$25,244.40