COUNTY AGENDA REQUEST

Department:	Fire & Emergency Services	Presenter(s):	Allen McCullough
Meeting Date:	Thursday, October 13, 2011	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to accept the quote from Spillman Technologies, Inc. for the acquisition of 36 mobile computer licenses in the amount of $58,572 and authorization for the Chairman to execute any necessary contracts and documents to complete the acquisition pending approval by the County Attorney.

Background/History/Details:

The County recently authorized purchase of a new Computer Aided Dispatch (CAD) System for the county-wide 911 Communications Center from Spillman Technologies, Inc.. Subsequently, the Department of Fire & Emergency Services is requesting approval to proceed with the acquisition of 36 mobile licenses for mobile computer access from Spillman Technologies. This contract will allow the required access to the CAD information that will be coming on-line at the 911 Center. The individual licenses allow access from department vehicles to voiceless CAD information, voiceless dispatch, mobile AVL with mapping, mobile premises/Hazmat, a Cameo hazardous materials database, and fire field interviews. In addition, Spillman will provide on-site training as a part of this contract.

This quote is sole-source and this application is only available through Spillman to work in conjunction with the new 911 CAD. This contract is for 12 months from the go-live date. After 12 months an annual maintenance agreement is required.

This acquisition was anticipated and budgeted in the 5-Year CIP for 2012.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to accept the quote from Spillman Technologies, Inc. for 36 mobile computer licenses in the amount of $58,572; and authorization for the Chairman to execute any necessary contracts and documents to complete the acquisition pending approval by the County Attorney.

If this item requires funding, please describe:

Funding of 36 licenses for $58,572 was approved in the 2012 CIP Budget as part of the "Fire Services Computer Technology" Project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

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

Staff Notes:

System enhancement
Quote and Purchase Addendum

spillman technologies, inc.
reliable innovation

Quote Expiration Date October 30, 2011
Quote Number 130-25-11

services included

- First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

modules included

package quote
$58,572

- Mobile Licenses (36 Licenses)
  - Voiceless CAD
  - Mobile Voiceless Dispatch
  - Mobile AVL/Mapping
  - Mobile Premesis/HazMat
  - Cameo Database
  - Fire Field Interviews
- On-Site Training
  - Designated Project Manager
  - 1 Trip (3 Days On-site Training)
  - (12) Classes (2 hr per class)
  - (1) Mobile Admin Training (2 hours)
  - Training manuals for each user
  - Go-live Assistance
  - Web-based tutorial Training

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Fayette County, Georgia
Customer's Name

By:
Herbert E. Frady, Chairman
Authorized representative of Customer

Herbert E. Frady, Chairman
Print Name and Title

October 13, 2011
Date

Estimated 2nd-year maintenance $5,932

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidentail and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

COMPUTER SOFTWARE
END-USER LICENSE AGREEMENT

ATTACHMENT A

SHARED AGENCY COMPUTER SOFTWARE
END–USER LICENSE AGREEMENT

(11/01/2007)

This Agreement, together with a Computer Software End-User License Agreement (the "License Agreement") and one or more executed Sales Quote / Purchase Agreements (the "Purchase Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined therein shall have the definitions given to such terms in the License Agreement.

Definitions:

Shared Agency. A "Shared Agency" is an agency that has purchased the right and license to use the same copy of a Spillman Licensed Product currently licensed by another agency as Licensee (Host Agency).

Host Agency. A "Host Agency" is a current Spillman Licensee that has authorized and agreed to "share" the use of their Spillman Licensed Product with the Shared Agency.

Section 1: License.

Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the "Licensed Program" and related materials, which are presently licensed to a Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in Section 2, below. Shared Agency agrees to comply with all such terms and conditions. This license may be terminated at any time if Shared Agency breaches such terms.

Section 2: Scope of Rights.

2.1 Shared Agency understands that all assistance and support for the Licensed Program may be obtained only through the Host Agency. This Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Licensed Program.

2.2 The Warranty term for the Licensed Program is limited to the remaining Warranty term granted through the Host Agency's License Agreement.

Accepted and Approved:
Fayette County, Georgia

Customer

By: _____
Herbert E. Frady, Chairman

Print Name: Herbert E. Frady

Title: Chairman

Date: October 13, 2011

Spillman Technologies, Inc.

By: _____

Print Name: **Lance Clark**

Title: **President**

Date: _____