

ORDINANCE NO. 10 - 60 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WARWICK COMMUNICATIONS OF CLEVELAND, OHIO, FOR THE UPGRADE OF THE TELEPHONE SYSTEM FOR THE CITY OF OBERLIN AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Warwick Communications of Cleveland, Ohio, authorized dealer of Mitel Business Systems, Inc. (previously Inter-Tel, Inc.), telephone systems, for the upgrade of the telephone system for the City of Oberlin in an amount not to exceed \$60,244.

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 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 ensure that the City has a fully functional and serviceable telephone system as soon as possible in order to conduct municipal operations” and shall take effect immediately upon passage.

PASSED: 1st Reading – August 16, 2010 (S,E)
2nd Reading –
3rd Reading –

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


KENNETH SLOANE
PRESIDENT OF COUNCIL

POSTED: 8/17/2010

EFFECTIVE DATE: 8/16/2010

Warwick Communications, Inc
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VOICE & DATA TECHNOLOGIES

June 28, 2010

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City of Oberlin

Description

Currently the City of Oberlin is using an Mitel Axxess telephone system at all locations, with the exception of the Service Dept., which had installed the new CS-5000 and the Fire Station which will have the new CS-5000 installed when the remodeled facility is ready..

We recommend that you upgrade the remaining Axxess systems to the CS-5000 platform. This will provide current technology, with connections for existing telephones, lines, etc. which maintains the existing investment Oberlin has in their telephone sets and infrastructure.



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Background

The Axxess system hardware is no longer manufactured. Axxess software version 11 which was released in 2008 is the last release of software for the Axxess. Version 11 software is the only software level that can receive software support from Mitel.

Your software level, Central Processing Unit (CPU) and Voice Mail hardware are not supported.

Concerns

1. Like all technology, a lot has changed since 2002 when your main system was installed. The Axxess system you have is version 5.2 The current software release is 11.0, however Mitel has also announced that 11.0 is the last software release on the Axxess platform. Your CPU's and voice mail hardware are not eligible for Mitel supports and are unable to run Version 11 software, if you wanted to upgrade. The replacement for the Axxess is the CP5000 system. Inter-Tel has created a migration program that allows existing Axxess customers to upgrade to a CP5000 and a greatly reduced cost. This would upgrade the "brains" of your system to the most recent release, and give you a platform that will be supported going forward.
2. The voice mail system you are currently using raises two red flags.
 - a. The system is PC based, and the PC has been running constantly since 2002. The life of the PC can be near its end. Replacement ISA hardware can not be purchased since the PC industry changed to PCs using the PCI format instead of ISA.
 - b. The operating system of the PC is Windows NT; this operating system is not supported by Microsoft any longer.
 - c.

Recommendation

Upgrade all Axxess systems to Mitel CS-5000 platform. This will provide current technology, with connections for existing telephones, lines, etc. This system will also provide VoIP functionality. System wide administration is very simple and concise. Voice mail is now built in as a core part of the system, so running Windows NT is no longer required. The onboard voice mail is on compact flash and runs embedded Linux, which is very stable and has tremendous longevity because there are no moving parts such as hard drives to be concerned with.

Equipment Description City Hall

One	CS-5200 Chassis with three expansion modules, 3.2 software and licenses, equipped with 2 analog local lines, 2 analog local lines, 2 analog stations and 2 IP stations
One	Dual T-1/PR1 module
Two	Four port analog local line module
Five	Sixteen port digital station modules
Four	Eight port analog station modules
One	IP networking software
One	Eight port automated attendant/voice mail compact flash card with 200 hours of storage
Ten	T-1 to Ethernet converters (5 at City Hall and 1 Per Remote Site)

Client Initials _____

**Equipment Description
Water Department**

One	CS-5200 chassis with one expansion module, 3.2 software and licenses, equipped with 2 analog local lines, 2 analog station and 2 IP stations
One	Four port analog local line module
One	Sixteen port digital station module
One	Four port analog station module
One	IP networking software

**Equipment Description
Waste Water**

One	Same as Water Department configuration
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**Equipment Description
Public Power**

One	CS-5200 chassis with two expansion modules, 3.2 software and licenses, equipped with 2 analog local lines, 2 analog stations and 2 IP stations.
One	Four port analog local line module
One	Sixteen port digital station module
Three	Eight port analog station module
One	IP networking software

**Equipment Description
Service Center**

One	Upgrade of CS 5000 Software from Version 2 to Version 3.2
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PROJECT MANAGEMENT

Warwick Communications will assign a project manager to oversee the information gathering phase, implementation phase, and post implementation services. During the project, the project manager will create a timeline for tasks that are required to be completed by Warwick and/or the customer in order to meet our implementation date.

IMPLEMENTATION

Unless otherwise stated the following apply to all implementation services:

- All work to be completed during normal business hours, 8:00 AM – 5:00 PM except Saturday cutover.
- Standard installation interval is 30 days from order date

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WARRANTY

All work is backed by a one year parts and labor warranty.

INVESTMENT

The total investment for this project is \$60,243.92 plus applicable sales tax. A 35% down payment is due at acceptance, 60% due date of implementation, remaining 5%, change orders, and taxes are due net 15 from implementation.

Client Acceptance

Title

Date

Warwick Acceptance

Title

Date

Approved as to Form

Client Initials _____

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. ELECTRICAL POWER REQUIREMENTS:** Unless otherwise stated, Customer shall supply a dedicated 110 VAC, 20-amp circuit within six (6) feet of the system power supply.
- 9. 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.
- 10. 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.
- 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.

Company Name: _____

Signature: _____ **Date:** _____

Client Initials _____