

City of Dade City

AGENDA MEMO

To: Honorable Mayor and Members of the City Commission
From: William C. Poe, Jr., City Manager
Subject: Computer Maintenance Service Agreement
Date: April 23, 2009

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND:

On January 29, 2009 City Commissioners' approved Staff to enter into negotiations with Towne Computers, Inc., who was the low bidder, for city wide computer maintenance services.

ISSUES:

Towne Computers, Inc. was the lowest bidder of four bids submitted for city wide computer maintenance services. The bid number was 08-005. With assistance with the Florida League of Cities, the City Attorney and in conjunction with Mr. Kevin Towne, Sr., of Towne Computers, Inc., the city has successfully completed an agreement for computer maintenance services at a reasonable charge as per the agreement attached. Staff recommends Commission approval of the Maintenance Service Agreement for Computer Equipment with Towne Computers, Inc.

ALTERNATIVES:

- Approve Staff Recommendation.
- Recommend an alternative solution.
- Direct that no action be taken.

RECOMMENDATION:

Authorize the City Manager or his authorized representative to execute the Maintenance Service Agreement for Computer Equipment.

FUNDING:

Funding for this agreement was budgeted in the FY 2008-2009 budget.

**MAINTENANCE SERVICE AGREEMENT
FOR EQUIPMENT BETWEEN TOWNE COMPUTERS, INC.
AND THE CITY OF DADE CITY**

THIS AGREEMENT, is made and entered into by and between the CITY OF DADE CITY, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, acting by and through its City Commission, the governing body thereof, hereinafter called "CITY", and TOWNE COMPUTERS INCORPORATED, a corporation duly organized under the laws of the State of Florida, with a business mailing address of 15100 S. E. 47th Avenue, Summerfield, Florida 34491, hereinafter called "TOWNE".

WITNESSETH:

WHEREAS, the CITY has requested consulting services on a part-time/on-call basis for computer hardware and network maintenance as more specifically outlined in this Agreement and in Exhibit "A" of this Agreement (hereinafter "SERVICES") which is attached hereto and made a part hereof; and

WHEREAS, TOWNE, is willing to remain available to provide the SERVICES to the CITY on an as-needed basis according to the rates specified herein and as set forth in Exhibit "A" for an initial term beginning at the date of execution of this Agreement through September 30, 2010 in accordance with the terms and conditions of this Agreement; and

WHEREAS, TOWNE hereby warrants and represents that it will exert its best efforts to provide maximum performance and service in performing its obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.
2. TOWNE warrants that it is fully qualified to render the SERVICES and agrees to supply the SERVICES to the CITY in accordance with the terms and conditions of this Agreement and in a good and workmanlike manner.
3. The SERVICES to be rendered by TOWNE shall commence on the date of execution of this Agreement by the CITY and shall remain in effect until September 30, 2010. Thereafter, this Agreement may be renewed annually with the mutual consent of the CITY and TOWNE. TOWNE fully understands and agrees that this Agreement shall not guarantee the request for any minimum amount of services from TOWNE and TOWNE'S fee structure specifically accounts for such uncertainty.

4. TOWNE shall maintain an adequate and competent staff within the Dade City area and also may associate with specialists or contractors as a normal part of business for the purpose of performing the SERVICES hereunder without additional cost to the CITY. The parties hereto acknowledge that from time to time problems may arise that require specialized technical assistance, and that it may be necessary to engage the services of a provider of such specialized technical services or expertise. The cost of such services shall be in addition to the fee set forth hereinafter.
5. TOWNE agrees to manage any services provided by specialists or contractors in accordance with this Agreement.
6. TOWNE shall keep the CITY advised as to the status of work being done by TOWNE and of the details thereof.
7. **SPECIFIC SCOPE OF SERVICES:**
 - (a) TOWNE shall provide maintenance and repair of all CITY computers and related equipment; ensure data security and integrity; provide technical troubleshooting and computer problem solving; assist with vendor management as applicable, and provide consultation on and new systems installation (i.e. hardware, software, etc.); and
 - (b) The equipment subject to the terms of this Agreement is attached as Exhibit "A"; and
 - (c) TOWNE shall provide a maintenance service for the equipment at all times during the maintenance period and the CITY shall provide without charge to TOWNE, adequate facilities for maintenance including electricity, light, ventilation and working storage space; and
 - (d) TOWNE agrees to ensure data integrity and availability by implementing a data backup routine that implements best practices to make certain, in case of an event, that restoration of City data is likely; and
 - (e) TOWNE agrees to respond to all non-mission critical application service requests within standard (24 hours or scheduled) response times and to provide an expedited response time for mission critical applications to both Public Safety (2 hours) and City Hall (4 hours). These services may be accomplished either on-site or remotely at the discretion of TOWNE; and
 - (f) TOWNE agrees to create and maintain accurate Network Documentation of the entire City network infrastructure.
8. **TERMINATION/SUSPENSION:** The CITY may suspend TOWNE'S services or terminate this Agreement at any time by giving thirty (30) days written notice to TOWNE. In the event the CITY, for reasons other than breach of Agreement, causes TOWNE to abandon, cancel, or suspend all or part of the SERVICES to be performed

under this Agreement, TOWNE shall be compensated for its SERVICES rendered through the date of such suspension or termination.

9. PAYMENT:

- (a) The maintenance charges are due and payable in advance commencing on the installation date. Any charges hereunder other than the above maintenance charges will be invoiced to the CITY at the end of the month in which same have been incurred and will be payable as at date of invoice. The CITY accepts liability for any future taxes (state or federal) or charges which may be levied in respect of charges in this Agreement.
 - (b) On payment of the periodic charge set out in ~~Composite~~ Exhibit A, the CITY will be entitled to maintenance provided by TOWNE during the maintenance period as set forth in this Agreement and as specified in that exhibit.
 - (c) If any periodic charge or any amount due under any invoice issued under this Agreement remains unpaid, TOWNE may, at its option, suspend the maintenance service agreed to be provided under this Agreement upon fourteen (14) days written notice. If payment is not received during that fourteen day period, the CITY will not be entitled to receive any further maintenance until the total then accrued shall be paid in full. The periodic charge, however, shall continue to accrue and be due and payable until the termination of the Agreement.
 - (d) The maintenance service provided by TOWNE shall include the cost of labor only. All replacement parts required by TOWNE to service the equipment will be supplied by TOWNE and invoiced to the CITY on the last day of the month in which same have been incurred and will be payable at the date of invoice.
 - (e) The cost of service by a provider of special technical assistance, as referenced in Paragraph 4 above, will be invoiced to the CITY on the last day of the month in which same has been incurred and will be payable at the date of invoice.
10. If the provision by TOWNE of maintenance service is prevented, hindered or delayed by reason of any cause or causes beyond the control of TOWNE and which cannot be overcome by due diligence, TOWNE shall be excused from performing the maintenance service to the extent that it is prevented, hindered or delayed during the continuance of such happenings or events, and the maintenance service shall be deemed to be suspended so long as and to the extent that, any such cause prevents or delays its performance. TOWNE shall give written notice to the CITY within a reasonable time after the happening thereof of the nature and extent of such major condition claimed to exist and the terms and conditions of same. This paragraph shall not become operative unless such notice has previously been provided. The charges shall abate so long as the maintenance service shall be suspended.

Should TOWNE find that it will be unable to render the service to be provided herein for the remaining term of this Agreement, it shall give CITY sixty (60) days written notice of its inability to perform as set forth in this Agreement.

11. TOWNE agrees that this maintenance does not include the provision of consumables and is not conditional upon the source of supply of consumables (including but not limited to stationary, paper, tape, magnetic tape, unit dust filters, printer cartridges, etc.).
12. Should any one or more of the provisions contained in this Agreement be declared invalid, void, or unenforceable in any respect, all remaining provisions shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
13. This Agreement shall be governed and construed by, and in accordance with, the laws of the State of Florida and venue shall be in Pasco County. This Agreement constitutes the entire agreement between the CITY and TOWNE and shall supersede all prior agreements or arrangements between TOWNE and the CITY. No amendment to this Agreement or to the exhibits shall be effective or bind either TOWNE or the CITY unless set forth in writing and signed by each party. No representation or statement not expressly contained in this Agreement or in any written signed amendment shall be binding upon either party as a warranty or otherwise. Any terms or provisions understood by the parties or contained in prior agreements which are in conflict with any of the terms herein or which are in addition to any of the terms herein, are expressly declared null and void and of no further effect.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their hands and seals this ____ day of _____, 2009, in Dade City, Florida.

ATTEST:

CITY OF DADE CITY

James D. Class, City Clerk

Scott Black, Mayor

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

TOWNE COMPUTERS, INC.

Kevin Towne, Sr., President

Witness

Witness

EXHIBIT “A”

Annual Agreement

1. Fee:

Towne Computers, Inc. shall be paid a fee of \$22,769.40 for the initial term of the contract for performing the following services for a minimum of 205 hours on site (as provided hereafter), additional onsite and remote services will be payable at the rate of \$64.00 per hour. City will only be responsible to pay the actual charges of any outside or third party service provider, including but not limited to Microsoft (which currently charges \$250.00 per hour).

2. Services Provided:

- (a) Server Maintenance: Includes 2 hour/weekly remote proactive server maintenance such as disk de-fragmenting, installation of latest updates, performance evaluation/logging, data backup verification and system optimization. All maintenance shall be documented and such shall be provided “on-demand” or shall be included with the monthly invoices to the City.
- (b) Onsite Technical Support: Includes up to 144 hours per year. Onsite technical support services include troubleshooting, repair, installation and maintenance of computers and related equipment. Consultation, vendor management and training services are also included. Each onsite visit uses a minimum of 1 hour plus another 1 hour as a service call. 1 technician is billed at a 1 hour rate. 2 technicians are billed at 1.5 hours per regular hour. (For example, one technician for 1 hour present =2 hours billed; two technicians for a one hour call = 2.5 hours billed). If additional hours are thought to be necessary, they will be billed at the rate of \$64.00 per hour.
- (c) Remote Technical Support: Includes unlimited remote technical support. Remote technical services have a response time of 2 to 4 hours. Availability of remote support will be determined by a technician at the time of the request.

3. Equipment Location:

<u>City Hall</u>	<u>- 38020 Meridian Avenue, Dade City, FL 33525</u>
<u>Police Department</u>	<u>- 38042 Pasco Avenue, Dade City FL, 33525</u>
<u>City Hall Annex</u>	<u>- 14150 5th Street, Dade City FL, 33525</u>

4. Equipment List:

Item Description	Tag Number	Building
Server 03 (Firewall)	N/A	Police Department
Primary Server	020-0680	Police Department
Secondary Server	020-0679	Police Department
BlackBerry Server	N/A	Police Department
Cisco Terminal Server	N/A	Police Department
WinXP Pro workstation	020-0664	Police Department
WinXP Pro workstation	020-0670	Police Department
WinXP Pro workstation	020-0669	Police Department
WinXP Pro workstation	020-0666	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	020-0662	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	020-0648	Police Department
WinXP Pro workstation	020-0650	Police Department
WinXP Pro workstation	020-0660	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	020-0658	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	020-0656	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	N/A	Police Department
WinXP Pro workstation	020-0652	Police Department
20 Dell Latitude Laptops	N/A	Police Department
WinXP Pro workstation	020-0654	Police Department
WinXP Pro workstation	020-0672	Police Department (CID)
WinXP Pro workstation	020-0674	Police Department (CID)
WinXP Pro workstation	020-0676	Police Department (CID)
WinXP Pro workstation	N/A	Police Department (CID)
WinXP Pro workstation	N/A	City Hall
WinXP Pro workstation	020-0632	City Hall
WinXP Pro workstation	020-0638	City Hall
WinXP Pro workstation	020-0640	City Hall
WinXP Pro workstation	020-0608	City Hall
WinXP Pro workstation	020-0642	City Hall
WinXP Pro workstation	020-0636	City Hall
WinXP Pro workstation	020-0604	City Hall
WinXP Pro workstation	020-0602	City Hall
WinXP Pro workstation	020-0646	City Hall
WinXP Pro workstation	N/A	City Hall
WinXP Pro workstation	020-0644	City Hall

WinXP Pro workstation	020-0622	City Hall
WinXP Pro workstation	020-0626	City Hall
WinXP Pro workstation	020-0628	City Hall
WinXP Pro workstation	020-0544	City Hall
WinXP Pro workstation	020-0630	City Hall
WinXP Pro workstation	020-0624	City Hall
WinXP Pro workstation	020-0620	City Hall
WinXP Pro workstation	N/A	City Hall
WinXP Pro workstation	N/A	City Hall
WinXP Pro workstation	020-0612	City Hall Annex
WinXP Pro workstation	020-0614	City Hall Annex
WinXP Pro workstation	N/A	City Hall Annex
WinXP Pro workstation	N/A	City Hall Annex
WinXP Pro workstation	N/A	City Hall Annex
WinXP Pro workstation	N/A	City Hall Annex
WinXP Pro workstation	020-0616	City Hall Annex
Backup Server	N/A	City Hall Annex
All Printers	N/A	All Locations
All Networking Devices (Routers, switches etc.)	N/A	All Locations