



AM No. 12-18: AUTHORIZATION TO EXERCISE ONE OPTION YEAR WITH TEKIMATE, INC. IN THE AMOUNT OF \$105,000 FOR THE PURPOSE OF INFORMATION TECHNOLOGY SUPPORT SERVICES.

Agenda of: April 23, 2012

Date: April 16, 2012

Originator: Josie Judd, Purchasing/Contracting Officer

Route to:	Department	Signature	Date
X	Chief of Police	<i>[Signature]</i>	4/16/12
X	Finance Director	<i>[Signature]</i>	4/16/12
X	Interim Deputy Administrator	<i>[Signature]</i>	4/16/12
X	City Clerk	<i>[Signature]</i>	4/16/12

REVIEWED BY MAYOR VERNE E. RUPRIGHT: *[Signature]*

FISCAL IMPACT: yes or no Funds Available Yes or No

Account name/number/amount:

FY2012 Professional Services/Other	001-4210-420.30-34	\$36,725
FY2012 Professional Services/Other	001-4192-416.30-34	\$ 4,188
FY2013 Professional Services/Other	001-4210-420.30-34	\$70,350
FY2013 Professional Services/Other	001-4192-416.30-34	\$34,650

(FY2013 contingent upon passage of Ordinance Serial No. 12-12)

Attachments:

Contract for Information Technology Support Services, Including Exhibits A, B, & C, (8 pages)

SUMMARY STATEMENT: The City of Wasilla completed a three-year contract with TekMate for providing Information Technology Support Services to the City of Wasilla. In accordance with the contract, Section 2 Term and Effectiveness, Paragraph (b) allows for two (2), one (1) year options. The City would like to exercise the first option year.

The Contractor has agreed to keep the rates the same as was agreed to in Exhibit "C".

Other advantages offered by continuing our contract with TekMate are the expertise and knowledge that the company has regarding our systems. TekMate has several support engineers that live in the Valley and will be able to respond quickly to emergency call-outs.

Based on the knowledge TekMate has with our current system, it would be best to exercise an option year. The Staff would recommend that the City should award the contract option year under WMC 5.08.140 instead of going out for a request for proposal for Technical Support Services.

STAFF RECOMMENDATION: Adopt AM No. 12-18.

Date: 4/23/12	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>	Initials: JS	Comments:
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**CONTRACT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES
CITY OF WASILLA
AND
TEKMATE, INC.**

THIS AGREEMENT is entered into this **15th day of April, 2009**, by and between TekMate, Inc., ("TekMate"), an Alaskan corporation, and **City of Wasilla** ("Client"), an Alaskan Municipality.

WHEREAS Client desires to secure certain computer network and PC support and maintenance services from TekMate and TekMate desires to furnish Client with such services, each on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration for and of the respective agreements of the parties hereto, the sufficiency of which is hereby acknowledged, TekMate and Client agree as follows:

1. Services. Throughout the Term of this agreement TekMate agrees to provide Client with certain computer technical support services, as commercially reasonable and particularly described in Exhibit A and as follows.

(a) to maintain and support Client's computer network(s) and systems and information technology equipment pursuant to Client's direction;

(b) to direct, supervise, and effect major modifications, developments, conversions or operations of and to any of Client's computer network(s) and systems and information technology equipment as the Client may direct and authorize;

(c) to make good faith efforts to ensure Client's computer networks and systems and information technology equipment do not interfere with or infringe the rights of any third parties or violate any relevant laws, rules or regulations;

(d) to direct, supervise, furnish, and/or arrange for certain technical training of Client's personnel and representatives on topics relating to use or maintenance of Client's computer network(s) and systems and information technology equipment as the Client may direct and authorize;

(e) to communicate regularly with and report periodically to Client on matters involving/relating to Client's computer network(s) and systems and information technology equipment, including those services provided pursuant to this agreement; and

(f) to provide other computer and system maintenance and support services, consistent with the general description of services set forth herein, as might be directed by Client from time to time.

2. Term and Effectiveness. TekMate agrees to provide Client with those services set forth herein and this agreement shall be considered effective for a term ("Term") of Three (3) years commencing on April 15th, 2009, and ending on April 15th, 2012, unless this agreement is otherwise terminated or extended according to the terms provided herein. Please see Exhibit B for additional terms.

(a) This agreement may be terminated by either TekMate or Client upon ninety (90) days prior written notice to the other party.

(b) This agreement may be extended for two (2) additional one (1) year terms, starting on the ending date of the preceding term, upon the prior written agreement of both TekMate and Client. Client shall provide TekMate thirty (30) days prior written notice of intent to extend the agreement.

3. Provision of Services. Pursuant to and throughout the term of this agreement, TekMate shall act by and through specific employees and/or independent contractors (persons and/or business entities) vested with responsibility for directing TekMate activities relating to same and shall be referred to, for the purposes of this agreement, as TekMate Representatives.

(a) The services provided by TekMate pursuant to this agreement, set forth in Paragraph 1 above, will be provided in the form of: (i) regularly scheduled technical support forty (40) hours per week; (ii) callout support services, in response to requests from Client (using its best efforts to respond within two hours to emergency requests and within ten hours in non-emergency situations); and (iii) additional services, as requested by and on the instructions of Client, including technical project services, training and remote support (to be provided on a mutually agreed upon schedule).

(b) TekMate Representatives directly involved in providing technical support under this agreement (excepting administrative personnel and those furnishing technical training), shall be qualified as follows: MCP (Microsoft Certified Professional); A+; and at least one (1) year of prior experience in computer or information systems service or support.

(c) Services provided by TekMate under this agreement shall be on and relate to systems and the network infrastructure of a nature, size and location identified to TekMate as of the date of this agreement. If any significant changes subsequently occur in or to same, except changes anticipated by both parties on the date hereof, TekMate may elect (at its sole discretion and upon giving Client thirty (30) days prior notice) to terminate this agreement. Client represents, warrants and covenants to TekMate that it owns all right, title and interest in, or otherwise has a full right and authority to make continued use of, all computers and informational technology equipment and devices comprising systems and network infrastructure identified to this agreement and that its use of same is in compliance with all applicable laws and regulations and not in furtherance of any unlawful purposes or objectives.

TekMate may advise Client of specific hardware, devices, equipment and software that TekMate believes necessary to the operation and maintenance of Client's systems and network (and if those items require on-going licensing, Client shall purchase and maintain all licenses or authorizations necessary for the continued use thereof); if TekMate should purchase hardware, devices, equipment or software for use in or integrated into Client's systems and network, Client shall pay TekMate for those items as invoiced under Paragraph 4 below.

(d) Client shall furnish TekMate and all TekMate Representatives with such access, information, resources and cooperation as is necessary to permit it or them to provide the services identified under this agreement, including unlimited access to and use of Client computers, networks, systems and information technology equipment. All data and information contained in Client's computers, networks and systems is and shall remain Client's property and shall not be used, divulged or disseminated by TekMate except as is necessary for the provision of services under this agreement or upon the prior written consent of Client. Client is responsible for creating, implementing and maintaining systems and procedures for storage, back-up, retention and recovery of information, data and programs.

(e) TekMate Representatives are and will be and remain throughout the Term of this agreement employees and/or independent contractors of TekMate or its subcontractors and, in activities undertaken and services provided pursuant to this agreement, such representatives will be and remain subject to the exclusive authority, direction and control of TekMate. All TekMate Representatives shall be provided with authority sufficient to exercise the duties and responsibilities of TekMate under this agreement and Client consents to granting that authority thereto. TekMate retains complete discretion regarding the appointment and assignment of TekMate Representatives providing services under this agreement, both as to their identity and number.

4. Price. Client will pay TekMate for goods and services provided under this agreement according to the hourly rate and parts payment schedule attached as Exhibit C, including any applicable sales, use or value-added taxes (even if calculated or assessed after termination of this agreement) and incidental and travel expenses relating thereto. TekMate will invoice Client periodically and Client shall pay the invoices in full within ten (10) days from receipt. Amounts outstanding for more than thirty (30) days from invoice will be charged interest at the lower rate of either 18% per annum or the highest allowable rate. Client is responsible for any and all collection expenses and full legal fees and costs incurred pursuing late or default in payment. If this agreement terminates early for any reason, other than a breach by TekMate, TekMate will, within ten (10) days of that termination date, send Client its final invoice for all of goods and services provided and Client shall pay same within ten (10) days of receipt.

5. Indemnity and Limitation on Liability. TekMate and Client agree to defend, hold harmless and indemnify the other of, from and for all claims, actions, damages, liabilities, costs and expenses, including attorney fees and costs, associated with any

personal injuries or property damage arising from any act or omission of either party under this agreement.

6. Notices. All notices or other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered, mailed or transmitted, and will be effective on receipt if delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other addresses specified by like changes of address):

TekMate: Shawn Fuller, President
 TekMate, Inc
 3003 Minnesota Dr, Suite 300
 Anchorage, Alaska 99501

Client: City of Wasilla
 290 E. Herning Ave.
 Wasilla, Alaska 99654

7. Arbitration. The parties consent to a resolution by exclusive and binding arbitration of any and all claims or controversies arising out of or relating to this agreement, except as provided in paragraph 4 above. Such arbitration shall be before one arbitrator and conducted in accordance with limited service rules of the American Arbitration Association, with all proceedings held and occurring in Anchorage, Alaska, and with each party bearing their own costs and legal fees and sharing equally in all fees and expenses of the arbitrator. The decision of the arbitrator shall be final and binding.

8. Assignment. This agreement may be assigned by Tekmate only with the prior written consent of the Client, which the Client may grant or withhold at its sole discretion. Subject to the preceding sentence, this agreement shall be binding on the parties hereto and their successor and assigns.

9. Construction. This agreement shall be governed by and construed and enforced in accordance with Alaska law. Each party acknowledges that it has been represented by competent counsel during and in the negotiation, preparation, and execution of this agreement and, as such, agrees that this agreement shall not be subject to any presumption or rules of construction operating against the drafter thereof. This agreement represents the full and complete expression of the parties' understanding and agreement and supersedes any and all prior agreements, written or oral. No other or additional terms or conditions which are not made a part hereof shall be read into this Agreement or enforced against the parties in connection herewith. Should any provision of this agreement be deemed to be in violation of Alaska or federal law, such provision(s) shall be stricken or replaced to leave the remainder of this agreement in full force and effect.

10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. As a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

TekMate, Inc.

Dated: _____

By: _____
Shawn Fuller, President

City of Wasilla

Dated: _____

By: _____
Verne E. Rupright, Mayor

Exhibit A

Description of positions and responsibilities:

Network Engineer – 40 hours a week “4-10” work week

This position will be responsible for delivering engineered networked solutions to the City of Wasilla. We will be responsible for the following:

- Server – Hardware & Software
- Firewall – Hardware & Software
- Microsoft Operating Systems on Servers
- Storage Area Networking (SAN)
- Enterprise Anti-virus
- Enterprise Email (Exchange Server)
- Spam and filtering software
- Networking (Local & Wide Area Networks) LAN/WAN's
- Records Management
- Attending Meetings to understand City of Wasilla goals
- Blade Workstation – hardware & Software
- Server Room Equipment
- AS/400 Support

Network Support Engineer – 40 hours a week “4-10” work week

This position will be responsible for delivering engineered networked solutions to the City of Wasilla. We will be responsible for the following:

- Track-it Helpdesk tickets
- End-user support on workstations & printers
- Installing and configuration of workstations
- Licensing
- End user training
- Any additional item or task assigned from the Network Engineer

Exhibit B

Network Support Engineer Position

Additional Term and Effectiveness. TekMate agrees to provide Client with those services set forth herein and this agreement shall be considered effective on April 15, 2009 and will continue on a month to month basis. Client agrees to provide TekMate with thirty (30) days written notice prior to terminating these services, or, if services have been terminated, Client agrees to the same written notice for resumption of services.

Exhibit C

Fee Schedule

Fee Schedule

The following is the offered fee schedule for all services offered by TekMate to City of Wasilla as of April 15th, 2009.

Regularly Scheduled Technical Support Services

Network Engineer (see Exhibit A) \$50.00 per hour
Per *engineer/technician 40-hours per week, 5 year*

Network Support Engineer (see Exhibit A) \$50.00 per hour
Per *engineer/technician 40-hours per week, 6 months*

Additional Projects (Identified outside of the outsource)

Sr. Network Engineer..... \$125.00 per hour
Per *engineer - each project identified and presented to customer*
- *One (1) Network Engineer/Systems Engineer - (Rate, \$125.00/hr)*

As-needed Call-out Support Services

Support per hour..... \$75.00 per hour
- *Minimum 1 hour*

Project Management

Project Support per hour..... \$125.00 per hour
- *Minimum 1 hour*

Other Information Technology Services

Application training:

On-Site training per hour plus training material..... \$125.00*
- *Minimum 4 hours*

Off-Site student per day plus training material..... \$1,000.00*
- *Minimum one day*

** Negotiable—based on application, training duration required*

Remote Support:

Remote Support will be billed at the hourly rate according to the type of support given (i.e. network engineer, senior network engineer, etc.).

- *Minimum 0.25 hour*