

**CITY of NOVI CITY COUNCIL**

**Agenda Item K  
October 12, 2009**

**SUBJECT: Approval to award the optional third year of the Network Services contract to Visicom Services, Inc. in the amount of \$64,000.**

**SUBMITTING DEPARTMENT:** Information Technology

**CITY MANAGER APPROVAL:** *PP for COP*

<b>EXPENDITURE REQUIRED</b>	<b>\$64,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$64,000 (2009-10 Fiscal year)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-205.00-816.000</b>

**BACKGROUND INFORMATION:**

In 2007, the City of Novi entered into a two year contract with an optional third year with Visicom Services, Inc. Visicom Services provides the City with onsite (24 x 7) network support services on an hourly base. These services include local and wide area network support, firewall programming, network monitoring, and preemptive notifications. Additionally, Visicom Services provides disaster recovery services for targeted network appliances (i.e. firewalls, routers) and servers. City staff has been pleased with Visicom's professionalism and performance. Visicom has agreed to hold their original pricing structure during the third year of the contract. Therefore, we are recommending the award of the optional third year.

The Consultant Review Committee unanimously approved the award of the optional third year extension at their meeting September 28<sup>th</sup>.

**RECOMMENDED ACTION: Approval to award the optional third year of the Network Services contract to Visicom Services, Inc. in the amount of \$64,000.**

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Burke</b>				
<b>Council Member Crawford</b>				

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				



## VisiCom Services, Inc.

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### Network Support Services Agreement

This is an agreement between VisiCom Services, Inc. ("VSI") and the City of Novi ("Customer"). VSI will provide computer network related services to Customer and Customer will compensate VSI as described below.

#### 1. Quarterly Network Review Services –

##### A. *Services Provided by VSI:*

- On-Going Network Support Services
  - Approximately 16 hours per week of pre-scheduled network review and support services as scheduled by Customer.
- Emergency Support and Monitoring Services
  - Priority emergency response 24 X 7 with a 4 hour response time.
  - Use of VSI's web-based Network monitoring service "24 X 7" for up to 25 network file servers, routers, switches, or firewalls.
  - Access to our pool of temporary emergency replacement file server, network switch, or network firewall upon determination that the current Customer equipment is inoperable.
  - Use of our network security testing tools to perform periodic external network security scans and vulnerability assessments.

##### B. *Payment:*

- On-Going Network Support Services
  - Customer will pay VSI \$80.00 per hour for services as described above and for any additional service provided by Network Engineer.
  - Customer will pay VSI \$65.00 per hour for services as described above and for any additional services provided by Network Technician.
  - VSI will schedule Network Engineer unless Customer requests service by Network Technician. VSI will bill Customer after services are rendered.
- Emergency Support and Monitoring Services
  - Customer will pay VSI \$4,500.00 per year for Emergency Support and Monitoring Services as described above.

##### C. *Term; Cancellation:*

- This Agreement is an on-going quarterly service agreement starting October 1, 2007.
- This Agreement can be cancelled by either VSI or Customer by providing 90 days written notice to the other party.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall forthwith refund to Customer any amounts prepaid by Customer not utilized upon the effective date of cancellation.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall invoice Customer for any services rendered above and beyond the amounts already paid by Customer and Customer shall forthwith make payment to VSI for such services rendered up to the effective date of cancellation.



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### 2. Additional Services –

#### A. *Additional Services:*

- VSI may provide additional services at the request and direction of Customer management or staff above and beyond those specified in the previous section.

#### B. *Payment for Additional Services:*

- Any VSI additional services rendered, as described above, in excess of those specified in the previous section will be accrued at the prevailing applicable contract rate at the time such services are rendered. These additional services will be invoiced at the end of the month in which such additional service was rendered. All other standard rate terms remain in effect for these additional services including mileage rates, holiday premiums, emergency response rates, etc. as applicable.

### 3. Additional Terms –

- A. For the purpose of determining applicable service rates, VSI defines Network Engineering as standard pre-scheduled engineering services including server and workstation maintenance and configuration, systems troubleshooting and support services.
- B. For the purpose of determining applicable service rates, VSI defines Senior Network Engineering / Project Management as advanced network engineering, project management, consulting work & studies covering technical operations / network architecture analysis / design, network security, and advanced routing / switching. Senior engineering services are provided at a higher rate as shown in our rate schedule.
- C. VSI will use its reasonable best efforts to perform the services in a good and workman like manner as described in this Agreement. VSI shall perform all work in such a manner as to cause minimum interference with the operations of Customer.
- D. VSI shall keep confidential any proprietary information that it learns in performing under this contract. This provision shall survive the termination of this agreement.
- E. VSI standard business hours are Monday – Friday, 8:00 a.m. – 5:00 p.m.
- F. VSI observes the following to be Holidays: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve (after 1:00pm EST), and Christmas Day. Any request for service on these VSI holidays will be billed at 4.00 (four) times the applicable rates for scheduled service and shall be billed at a minimum for four (4) hours per occurrence.
- G. Travel rates are accrued at the applicable rate for scheduled service plus \$0.35 / mile charge for all miles traveled between Customer's locations, if necessary. Out-of-state & overnight travel expenses will be invoiced to customer at our cost and due upon receipt.
- H. VSI shall have the right to waive emergency, off-hour, holiday, and / or senior engineer hourly rate premiums at VSI's sole discretion without limitation to future enforceability of the applicable rate premiums.
- I. Customer payment terms are net thirty (30) days. Any VSI invoices that are not paid by Customer within thirty days are subject to a 1.5% per month finance charge.
- J. Customer shall timely and unconditionally pay to VSI the sums required by this Agreement, without reduction or set-off. VSI shall have all remedies available to it by law or equity. Such remedies shall be cumulative and not exclusive of one another.
- K. VSI shall be afforded such access and rights to the Customer network systems as shall be necessary in order for VSI to be able to carry out its obligations under this Agreement.
- L. Customer will appoint no more than two individuals at each site to act as points of contact when dealing with network emergencies.



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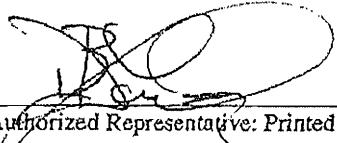
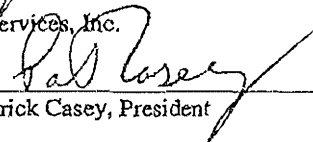
- M. Calls to VSI requesting emergency response will be placed to (248) 299-0300, extension 111. If Customer does not receive a return call within 30 minutes, Customer shall follow the escalation procedure jointly developed between customer and VSI for such purposes.
- N. Unless explicitly specified otherwise, VSI will provide "best efforts" emergency response with reasonable diligence under the existing circumstances and use its reasonably best efforts to provide telephone response within one hour and on-site counsel within four hours following Customer's request as required, permitting weather conditions, traffic and other circumstances outside of VSI's control.
- O. Customer agrees not to utilize the services of any individual outside of this Agreement who, to the best of the Customer's knowledge, is a current VSI employee or who has been a VSI employee in the 180 days since VSI and Customer last conducted business together in any way. The phrase "utilize the services of" as used above includes, but is not limited to, employing, contracting, and subcontracting. This provision specifically excludes any individual once they have been outside of the employ of VSI for a period of 180 days or more. Customer agrees that their breach of this provision shall entitle VSI to charge Customer an amount equal to 400 times our current contract rate as an employee placement fee. This provision shall survive the termination of this Agreement.
- P. VSI shall not be responsible or liable to Customer for failure to timely respond or perform the services contemplated by this Agreement where such failure is due to fire, flood, storm, power outages, strikes, shortages, Acts of God, civil disturbances, terrorist acts and other Force Majeure, or other circumstances beyond VSI's control.
- Q. VSI will not be responsible for any of the following potential problems, should they occur: commercial software errors or "bugs;" hardware defects, malfunctions or failures; computer viruses; power loss or electrical-related damage; telecommunications failures; data loss; loss of use; Customer compliance with commercial software licensing agreements; or any internal or external computer or network security breaches. Due to the nature of these potential problems, VSI provides no warranty or guarantee that any or all of these potential problems can be totally prevented and accepts no liability whatsoever in the event that any or all of these potential problems occur even if Customer has requested or VSI has provided advice or services to reduce their likelihood.
- R. VSI will not be responsible to restore any Customer computer system to full operation unless Customer provides VSI with necessary data and licensed software media such as, but not limited to, diskettes, CDs, tapes, and other necessary items. Furthermore, VSI does not assure that it can restore the system to full operation. VSI will examine and analyze the reasons for malfunction of the system and determine what repairs are necessary.
- S. Customer will promptly notify VSI of any failure or defect in services provided by VSI and permit VSI an opportunity to cure and rectify such failure or defect. The maximum liability, if any, of VSI for all direct damages, including without limitation Agreement damages and damages for injuries to persons or property, whether arising from VSI's breach of this Agreement, breach of warranty, negligence, strict liability, or other tort with respect to the Equipment or services to be provided hereunder, is limited to an amount not to exceed the quarterly payment price paid hereunder. In no event shall VSI be liable to Customer for any incidental, consequential, or special damages, including without limitation lost revenues and profits. Even if it has been advised of the possibility of such damages, the right to recover damages within the limitations specified is Customer's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.



**VisiCom Services, Inc.**

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Signed and agreed to on the dates indicated below.

 _____ Customer's Authorized Representative: Printed Name / Signature	<u>10/30/07</u> Date
VisiCom Services, Inc. By:  _____ Patrick Casey, President	<u>10/17/07</u> Date

**AMENDMENT TO OCTOBER 2007 CONTRACT  
FOR NETWORK SUPPORT SERVICES  
(VISICOM SERVICES, INC.)**

**THIS AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES** ("Contract"), dated October 1, 2007, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "City"), and **Visicom Services, Inc**, whose address is: 2534 S. Rochester Rd. Rochester Hills, MI 48307 34000 (hereinafter referred to as "Consultant").

**RECITALS**

The City and Consultant entered into a Contract for network support services effective October 1, 2007 and has remained in effect since that date with no changes to the original fee schedule.

Under the Contract, the parties may extend the term of that Contract for an additional year.

The City has agreed to extend the term of the Contract for one year. The Consultant has agreed to hold the fee structure as originally stated in the October 1, 2007 contract.

IN WITNESS WHEREOF, the parties hereunto have executed this amendment on the date below stated.

CITY OF NOVI

By: \_\_\_\_\_  
David Landry, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, City Clerk

Visicom Services, Inc.

By: \_\_\_\_\_  
Patrick Casey, President

Dated: \_\_\_\_\_