

CITY COUNCIL AGENDA: OCTOBER 15, 2013

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CHARTER COMMUNICATIONS FOR FIBER INTERNET SERVICE AND APPROVAL TO PURCHASE DELL SONICWALL FIREWALL APPLIANCE

SOURCE: Finance Department – Information Technology (IT) Division

COMMENT: The Finance Department – IT Division requests approval to enter into an agreement with Charter Communications for fiber internet service to our datacenter. We currently utilize OCSNET for internet access at a cost of \$25,021 annually with a current bandwidth of 6mbps (megabits per second) over a wireless link. The Charter service will provide 100mbps on a dedicated fiber link with guaranteed network availability of 99.95%.

Upgrading our internet bandwidth will allow us to meet the growing demand for faster communication speeds to service employees' needs. It will also allow the City to take advantage of future technology implementation such as video conferencing to reduce travel time, costs, and emissions pollution.

Staff received proposals for 100mbps internet speed from four internet service providers. Attached is a comparison of the proposed costs and terms. Staff has found the low bid from Charter Communications acceptable at a monthly cost of \$1,280 per month or \$15,360 annually for 5 years with a one-time installation fee of \$1,000.

In addition, staff requests the purchase of a Dell SonicWall NSA 3600 firewall appliance at a cost of \$5,025.05 to manage the larger traffic throughput. The current unit (SonicWall TZ 215) has a limitation of 150 users and the outside threat protection throughput is 60mbps. The NSA 3600 can support 500 users and the threat protection throughput is rated at 500mbps.

Staff received the following quotes for a firewall security appliance:

Dell	DellSonicWALL NSA 3600	\$5,025.05
CDW-G	FORTINET FORTIGATE 200D	\$6,842.78
CDW-G	CISCO ASA 5515-X	\$8,297.56

The costs of the fiber internet service and the firewall appliance will be absorbed by the IT Division operating budget in the General Fund.

Dir MB Approp./ Funded MB CM [Signature] Item No. 5

RECOMMENDATION: That City Council:

1. Authorize staff to enter into an agreement with Charter Communications Properties, LLC to provide 100mbs fiber internet service for a term of 5 years; and
2. Approve the purchase of a Dell SonicWall NSA 3600 firewall appliance at a cost of \$5,025, plus any applicable charges.

ATTACHMENTS: 1. 100mbps Internet Costs Comparison
2. Charter Communications Agreement
3. Firewall Security Appliance Quotations

100mbps Fiber Internet
Cost Comparisons

<u>Proposed Vendor</u>	<u>Speed</u>	<u>Technology</u>	<u>Monthly</u>	<u>Term</u>	<u>Annually</u>	<u>One Time Non Recurring Costs</u>	<u>Firewall Security Appliance</u>	<u>Router/ Switch</u>
VAST Network (CVIN)	100 Mbps	Fiber	\$ 1,600.00	5yrs	\$ 19,200.00	\$ 1,800.00	\$ 5,000.00	we purchase
TelePacific	100 Mbps	Fiber	\$ 2,288.00	3yrs	\$ 27,456.00	\$ 500.00	\$ 5,000.00	we purchase
Charter	100 Mbps	Fiber	\$ 1,280.00	5yrs	\$ 15,360.00	\$ 1,000.00	\$ 5,000.00	vendor provide
OACYS	100 Mbps	Radio Antenna	\$ 2,595.00	3yrs	\$ 31,140.00	n/a	\$ 5,000.00	we purchase
<u>CURRENT Vendor</u>								
OACYS	6mbps		\$ 2,085.08	annual	\$ 25,021.00	n/a		



201301022455506

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Properties LLC, ("Charter Business" or "Charter") with local offices at 4781 Irwindale Ave. Irwindale Ca. 91706 and City of Porterville, ("Customer") with offices located at 291 N Main St, Porterville, CA 93257-3737.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Porterville
Invoicing Address: _____, _____, _____
Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer
Proposed Installation Date: N/A

Service Location (Address): 291 N Main St, Porterville, CA 93257-3737

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Ted Williams	Ted Williams
Phone		559-782-7439	559-782-7439
Fax			
Cell		559-333-7439	559-333-7439
Email Address			

MONTHLY SERVICE FEES:	
Data Services:	
<i>Charter Business Bundle: No Bundle *</i>	
<i>Base Service</i>	\$1,280.00
MEF Service Types (if applicable): _____	
Speed: 100 Mbps (Down/Up)	
CPE: _____	

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:	
One-Time Standard Installation Fee:	\$1,000.00
ONE-TIME CHARGES \$1,000.00	

2. TOTAL FEES.

Total Monthly Service Fees of \$1,280.00 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$1,000.00 are included in the first monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Communications Properties LLC

City of Porterville

By:

By: Charter Communications, Inc., its Manager

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Charter Business Account Executive:

Name: Rachelle Kendrick

Telephone: 408-846-3777



QUOTATION

Quote #: 665162082
 Customer #: 004023319
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 10/08/2013
 Customer Name: CITY OF PORTERVILLE

Date: 10/8/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BRETTON J JACKSON PHONE: 1800 - 2893355
 Email Address: Bretton_Jackson@Dell.com Phone Ext: 5138188

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$4,653.12

Product	Quantity	Unit Price	Total
Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 2 Years (A6929872)	1	\$4,375.62	\$4,375.62
ANALYZER SOFTWARE FOR NSA 3500 PRO 3060 (A5530511)	1	\$277.50	\$277.50

***Total Purchase Price: \$5,025.05**
Product Subtotal: \$4,653.12
Tax: \$371.93
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF PORTERVILLE for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at www.dell.com/servicecontracts.

All information supplied to CITY OF PORTERVILLE for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell
 Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy
 Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
1BD79H8	0657199	9/30/2013

BILL TO:
 CITY OF PORTERVILLE
 291 N MAIN ST

SHIP TO:
 CITY OF PORTERVILLE
 Attention To: ATTN:SCOTT CHENEY
 291 N MAIN ST

Accounts Payable
 PORTERVILLE , CA 93257-3737

PORTERVILLE , CA 93257
 Contact: SCOTT
 CHENEY 559.782.7434

Customer Phone #559.782.7451

Customer P.O. # CITY HALL FIREWALL -
 FORTIGATE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS ANDERSON 877.570.2643	DROP SHIP-GROUND		

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3045951	FORTINET FORTIGATE 200D W/1Y FC 24X7 Mfg#: FG-200D-BDL-950-12 Contract: National Joint Powers Alliance 111309-CDW	3,945.30	3,945.30
1	2920212	FORTINET 1YR FORTIANALYZER-200D 24X7 Mfg#: FC-10-L0200-247-02-1 Contract: National Joint Powers Alliance 111309-CDW	737.29	737.29
1	2865465	FORTINET FORTIANALYZER BASE LIC Mfg#: FAZ-VM-BASE Contract: National Joint Powers Alliance 111309-CDW Electronic distribution - NO MEDIA	1,824.84	1,824.84
SUBTOTAL				6,507.43
FREIGHT				0.00
TAX				335.35

US Currency

TOTAL 6,842.78

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.968.0581

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.asp>
 For more information, contact a CDW account manager.



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTATION NO.	ACCOUNT NO.	DATE
1BD79M5	0657199	9/30/2013

BILL TO:
 CITY OF PORTERVILLE
 291 N MAIN ST

SHIP TO:
 CITY OF PORTERVILLE
 Attention To: ATTN:SCOTT CHENEY
 291 N MAIN ST

Accounts Payable
 PORTERVILLE, CA 93257-3737

PORTERVILLE, CA 93257
 Contact: SCOTT
 CHENEY 559.782.7434

Customer Phone #559.782.7451

Customer P.O. # CITY HALL FIREWALL -
 CISCO

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS ANDERSON 877.570.2643	FEDEX Ground		

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2644507	CISCO ASA 5515-X W/ IPS SW-6GE DATA Mfg#: ASA5515-IPS-K9 Contract: National Joint Powers Alliance 111309-CDW	5,213.16	5,213.16
1	2938425	CISCO ASA 5515X CX AVC + WEB SEC ESS Mfg#: ASA5515-AW3Y-PR Contract: CMAS Cisco 3-13-70-0793E	2,212.69	2,212.69
1	2875359	CISCO IPS INDUSTRIAL SIGNATURE LIC Mfg#: L-ASA5515-SCA= Contract: CMAS Cisco 3-13-70-0793E Electronic distribution - NO MEDIA	240.51	240.51
SUBTOTAL				7,666.36
FREIGHT				0.00
TAX				631.20

US Currency

TOTAL 8,297.56

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.968.0581

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515