

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9673

DATE 7-6-23

TITLE

## **Purchase of Auvik Network Management and Monitoring Solution**

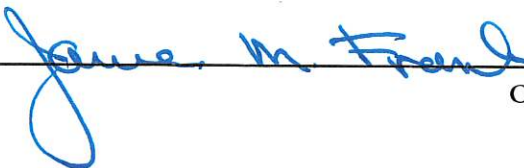
**WHEREAS**, the City has a need for monitoring of its network infrastructure; and

**WHEREAS**, Auvik of Vancouver, British Columbia, Canada, will provide Network Management and Monitoring of the City and Police Department Networks.

**NOW THEREFORE BE IT HEREBY RESOLVED** that The City Council of the City of Williamsport has authorized an agreement with Auvik to provide a Network Management and Monitoring solution for a period of 12 months. The cost for year one is \$3,900.00. This will come out of the Information Technology budgeted line item for contracted services.

**NOW THEREFORE BE IT HEREBY RESOLVED** that the City Council of the City of Williamsport authorizes the appropriate City Officials to execute this agreement.

Approved

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President



# ORDER FORM

**Bill To:**

**City of Williamsport**  
 Kris Black  
 5703277501  
 kblack@cityofwilliamsport.org  
 100 West 3rd Street  
 Williamsport, PA, United States 17701

**Subscription Start Date:** 1-Aug-2023  
**Initial Term:** 12 Month  
**Renewal Term:** 12 month (automatic renewal)  
**Cancellation Notice Required:** 1 month prior to next renewal

**Sold To:**

**City of Williamsport**  
 Kris Black  
 5703277501  
 kblack@cityofwilliamsport.org  
 100 West 3rd Street  
 Williamsport, PA, United States 17701

**Quote Number:** Q016357  
**Valid Until:** 30-Jun-2023  
**Payment Method:** Check  
**Payment Terms:** Net 30

**Invoice Date: 1<sup>st</sup> of the month**  
 (first invoice will be pro-rated for any partial month)

BILLING TYPE	BILLING FREQUENCY	DESCRIPTION	QUANTITY	LIST PRICE PRICE	EFFECTIVE PRICE	TOTAL PRICE
<b>Product</b>		<b>Annual ANM Performance</b>				
Recurring	Annual	Performance - Committed Devices	13	420.00	420.00	5,460.00
Overage	Quarter	Performance - Overage		35.00	35.00	0.00
Recurring	Annual	Performance - Volume Discount		28.57%	-120.00	-1,560.00
<b>Net Price for Committed Devices</b>					<b>300.00</b>	<b>3,900.00</b>
<b>Overage calculated monthly and billed quarterly at 25.00 per Device</b>						

Recurring 3,900.00  
 One-Time 0.00  
 Tax 0.00  
**Total 3,900.00**

Currency USD

### Auvik Network Management Service Definitions.

- **Overage Calculation.** If the number of Billable Devices in a month (on average) exceeds the Committed Devices purchased, then Customer owes Auvik an overage fee for that month (which may be billed monthly or quarterly, as specified in this order).
  - **Billable Device** means each router, firewall, switch and physical wi-fi controller on each network managed by Customer using the Service.
    - For more information regarding the types of physical devices and free devices that constitute a Billable Device, review this article. [Link](#)
    - How do I know how many Billable Devices I have? [Link](#)
  - **Committed Devices** means the total number of Billable Device subscriptions purchased for a committed subscription term.

### Auvik SaaS Management Service Definitions.

- **Overage Calculation.** If the number of End Users in a month (on average) exceeds the Committed Users purchased, then Customer owes Auvik an overage fee for that month (which may be billed monthly or quarterly, as specified in this order).
  - **End User** means individual being monitored and protected by the Service.
  - **Committed Users** means the total number of End User subscriptions purchased for a committed subscription term.

### Timing of Billing:

- **Recurring charges** - in advance.
- **Overage charges** - in arrears (based on the billing frequency).
- **One-time charges** - are included in the first invoice (unless otherwise specified).
- **Discounts and promotions** only apply during the Initial Term (except to the extent otherwise specified in writing by Auvik).

Auvik Representative	Auvik Approvers
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**Terms:** This order is governed by the terms of the Subscription Services Agreement and, where applicable, the Service Specific Terms, located at [www.auvik.com/terms](http://www.auvik.com/terms) between the parties (**agreement**), which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations, and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. By signing below, the Customer acknowledges that it has read this order and agrees to be bound by its terms.

PO#, if required for billing and payment: \_\_\_\_\_

Full Physical Billing Address: \_\_\_\_\_

Billing Contact Name and Email: \_\_\_\_\_

Name and Title of Authorized Signer: \_\_\_\_\_

Customer Signature and Date: \_\_\_\_\_

- If the Customer's business address is outside of Canada, you certify and agree that Customer:
  1. is a non-resident of Canada for Canadian tax purposes,
  2. is not a registrant for Canadian Goods and Services Tax ("GST") purposes,
  3. if applicable, will notify Auvik within 30 days of becoming a Canadian resident for Canadian tax purposes, and
  4. if applicable, will notify Auvik within 30 days of becoming a registrant for Canadian GST purposes.



IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

\_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

Name: \_\_\_\_\_

Title: Controller

Name: Margaret J. Goodring

Title: City Clerk

Date: James Frank  
7-6-23