



401 W. Washington St.
East Peoria, Illinois 61611
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John P. Kahl
Mayor

COMMISSIONERS

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Public Health & Safety

Daniel S. Decker
Dept. Streets &
Public Improvements

Michael Sutherland
Dept. Public Property

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City Clerk

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Police Chief

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Fire Chief

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Director of Planning and
Community Development

Douglas E. McCarty
Director of Tourism &
Special Events

Scott A. Brunton
City Attorney

TO: The Honorable Mayor John Kahl and Members of the
City Council

FROM: Jeffery Becker, Director of Finance

DATE: 9-1-2021

SUBJECT: Barracuda renewal

DISCUSSION: The City's Barracuda network appliances handle email archiving and gateway security. We requested proposals and received (2) quotes from vendors. PTC had the low quote at \$11,304.00 for a 1-year renewal.

RECOMMENDATION: Approve

RESOLUTION NO. 2122-052

East Peoria, Illinois

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING SERVICE AGREEMENT FOR THE CITY'S
COMPUTER AND IT NETWORK APPLIANCE MAINTENANCE**

WHEREAS, the City's computer and IT network equipment includes four Barracuda network appliances for assisting with email archiving, filtering, and security; and

WHEREAS, the City has solicited proposals for an annual service agreement for the ongoing maintenance of these Barracuda network appliances for the City's computer and IT network (the "Network Appliance Service Agreement"); and

WHEREAS, PTC Select has provided a quote of \$11,304.00 for a one-year Network Appliance Service Agreement; and

WHEREAS, City Officials find the quote from PTC Select to be the lowest responsible bid for the Network Appliance Service Agreement under the terms and conditions set forth in contract documents attached hereto as "Exhibit A" and incorporated by reference (the "Service Contract") at a total annual cost not to exceed \$11,304.00; and

WHEREAS, it is in the best interests of the City to enter into the Service Contract with PTC Select for the Network Appliance Service Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The City hereby approves the Service Contract with PTC Select for the City's Network Appliance Service Agreement.

Section 3. The Mayor or his designee is authorized and directed to execute the Service Contract (Exhibit A) with PTC Select on behalf of the City for the ongoing maintenance of the Barracuda network appliances for the City's computer and IT network, together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the terms of this

Resolution until an executed original of the Service Contract has been delivered to PTC Select.

APPROVED:

Mayor

ATTEST:

City Clerk



SALES QUOTE

Sales Quote No: [REDACTED]
 Date: 8/18/21
 Account No: [REDACTED]

2450 N. Knoxville Avenue Peoria, IL 61604
 P: 309-685-8400 F: 309-685-9522

Bill To: East Peoria, City of
 401 W. Washington Street
 East Peoria, IL 61611
 USA

Ship To: East Peoria, City of
 401 W. Washington Street
 East Peoria, IL 61611
 USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Cory G. Knoll		email	Net 30	8/31/21

Notes

Quote for Barracuda renewal per Jeff Becker
 Serial Number: [REDACTED]
 9/5/2021-9/4/2022

Item No	Description	Quantity	UM	Price	Disc	Amount
BMA350A-H	Barracuda Message Archiver 350 Instant Replacement Subscription, 1 month, 12 month minimum	12.00	EA	\$121.00	0.00	\$1,452.00
BMA350A-E	Barracuda Barracuda Message Archiver 350 Energize Updates Subscription 1 month, 12 month minimum	12.00	EA	\$149.00	0.00	\$1,788.00
BSF400A-A	Barracuda Email Security Gateway Appliance 400 Advanced Threat Protection Subscription, 1 month	12.00	EA	\$364.00	0.00	\$4,368.00
BSF400A-H	Barracuda Email Security Gateway Appliance 400 Instant Replacement Subscription, 1 month	12.00	EA	\$121.00	0.00	\$1,452.00
BSF400A-E	Barracuda Email Security Gateway Appliance 400 Energize Updates Subscription, 1 month	12.00	EA	\$187.00	0.00	\$2,244.00

TERMS: Full payment due upon receipt of this invoice, Balances past due 30 days are subject to 1.5% service charge per month. Use of a credit card to pay terms account will be subject to a 3% handling fee. Thank you for your business.

Invoice Subtotal:	\$11,304.00
Discount:	\$0.00
Freight:	\$0.00
NT -AU1:	\$0.00
Total Tax:	\$0.00
Invoice Total:	\$11,304.00



We have prepared a quote for:

City of East Peoria

Barracuda maintenance renewals

Quote # [REDACTED]

Prepared by:

Lance Lelm

Engineered by:

Aaron Sherman

Products

Description	Qty
EMAIL SEC GTW 400 ENERGIZE UPDATES 1MO / [REDACTED] / 9-5-2021 to 9-4-2022	12
EMAIL SEC GTW 400 INSTANT RPLMNT SUB 1MO / [REDACTED] / 9-5-2021 to 9-4-2022	12
EMAIL SEC GTW 400 ADV THREAT PROT 1MO / [REDACTED] / 9-5-2021 to 9-4-2022	12
MSG ARCHIVER 350 ENERGIZE UPDATES 1MO / [REDACTED] / 9-5-2021 to 9-4-2022	12
MSG ARCHIVER 350 INSTANT RPLMNT SUB 1MO / [REDACTED] / 9-5-2021 to 9-4-2022	12



Barracuda maintenance renewals

Prepared by:

Heart East Peoria

Lance Lelm
(309) 427-7000
llelm@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

City of East Peoria

Jeff Becker
(309) 427-7609
JeffBecker@cityofeastpeoria.com
401 W. Washington
East Peoria, IL 61611

Quote Information:

Quote #:

Version: 1
Delivery Date: 08/05/2021
Expiration Date: 08/20/2021

Quote Summary

Description
Barracuda maintenance renewals

Total: **\$11,931.36**

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: Standard 100%			
100% on Completion	1	One-Time	\$11,931.36

Payment Due at Signing

Description	Amount
Purchase Price: Standard 100%: 100% on Completion	
Total of 100% on Completion Payment	\$11,931.36

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

City of East Peoria

Signature: _____

Signature: _____

Name: _____

Name: Jeff Becker

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Heart Technologies, Inc., Responsibility

This proposal is for material only.

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.