

**City of Eustis RFP #010-16  
IT Consulting Services  
Managed Network Services Contract**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible, but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

**SUPPORT PROGRAMS**

**Managed Network Services:** We will provide 30 hours per month of remote and on-site support for any IT work requested by the CLIENT. Support can include Third party application support, Implementing updates or upgrades to application software as needed, Microsoft exchange, SQL and share point server administration, Installation of new hardware, replace or repair hardware, Diagnosis of ongoing and severe problems, Support for handheld devices (Apple, Droids etc.), or any other IT work needed. Unused time shall carry forward for as long as a valid agreement is in existence. Additional support time billed at a standard per hour rate for work performed between normal work hours from Monday through Friday. After hours rate applies for other work to include weekends and holidays.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

<b>Priority</b>	<b>Description</b>	<b>Response Time</b>
Urgent Requests	System is down, people cannot work, business operations are disrupted	2 Hour Response 24x7 Coverage
High Priority	Major problem or event, but users can still access the system and work	4 Hour Response 24x7 Coverage
Normal Priority	New system installation, software updates, planned upgrades	1 Business Day Response 8 to 5, M-F

## SUPPORT PRICING

### Per RFP #010-16

Section 1 – Remote and On-Site Services Cost – (30 hours of time per month): \$23,400 Per Year  
Monthly Invoice Amount: \$1,950 Per Month

Time spent beyond the 30 hours per month will be billed according to the following rate schedule:  
Hourly Rates: Standard - \$100 per hour / After Hours - \$150 per hour / Holiday - \$190 per hour

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract extension resulting from RFP #010-16 shall be one year, beginning October 1, 2022 and ending September 30, 2023.

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for the first year. Subsequent years will be evaluated to determine the estimated number of hours to be included in the monthly cost. As the number of hours necessary on a month to month basis increase or decrease, the base contract will be adjusted.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. The annual cost will be divided by 12 and an invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

A. Laws and Ordinances – All applicable laws and regulations of the State of Florida and ordinances of the City of Eustis will apply to any resulting agreement.

B. Mediation of Disputes – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.

C. Venue – Venue for any legal action resulting from this request for proposal shall lie in Lake County.

D. Precedence of Conditions – By virtue of submitting a proposal, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included in pre-printed page catalogs, price lists or other literature.

E. Assignment of Contract – The consultant shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.

F. Permits and Licenses – If a respondent has a permanent business location within the City of Eustis (including branch offices and storage or warehouse facilities), an occupational license is required.

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Pete Kamay, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

H. Indemnification – The respondent covenants to save, defend, keep harmless and indemnify the City of Eustis, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent's negligent performance or nonperformance of the terms of the contract.

I. Termination for Convenience – The performance of work under any ensuing contract may be terminated by the City of Eustis, in whole or in part, whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination. In the event that any contract made as a result of this solicitation is terminated or canceled upon request of and for the convenience of the City of Eustis without fifteen (15) days advance written notice, the City shall negotiate reasonable termination costs, if applicable.

J. Termination for Cause/Default – The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.

K. Termination Due to Unavailability of Funds in Succeeding Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled. The contractor shall be reimbursed for the reasonable value of any non-recurring costs, but not amortized in the price of services delivered under the contract.

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

M. Return of Materials – Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFP, the consultant shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the consultant by the City.

N. Accuracy/Quality of Work – The consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under this agreement. The consultant shall correct or revise any errors, omissions or other deficiencies in its drawings, reports or other services without additional compensation from the City.

R. Changes in Work – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the consultant. The cost of performing the extra work shall be determined and agreed to between the City and the consultant before the work is undertaken.

S. Hold Harmless – The consultant shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

T. Adherence to Laws – The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker’s Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent’s actions. The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement: To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

Limitation of Liability Generally: VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT’s system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT’s project(s) and that the VCI support person may become a critical part of CLIENT’s support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI’s right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

All documents and provisions of City of Eustis RFP #010-16 are made a part of this agreement as if fully set out herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this \_\_\_\_\_ day of October, 2022

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

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

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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