

# We have prepared a quote for you

## IT/Voice Managed Services

Quote # 016859 Version 1

# Prepared for:

## City of La Vernia

Lindsey Wheeler lboyd@lavernia-tx.gov





- 1. Unlimited Remote and Onsite Tech Support
- 2. Reduced overhead cost. We've invested in advanced technologies so you don't have to
- 3. Immediate Remote In Help Desk on standby
- 4. 24 / 7 / 365 Availability : Office hours are Monday Friday 730a 600p; Saturday 800a 500p; On call techs on standby afterhours, weekends, and all holidays.
- 5. Secured System: Firewall, Antimalware, Antivirus, Encryption, Web Filters, Backup Management, ER Team
- 6. Unlimited Phone Support for phone system and vendor management if needed.
- 7. Quarterly Security & Performance Audits
- 8. **Vendor Management** : Help working with and integrating vendors (Internet Provider, Phone Provider, Business Software, etc.)
- 9. No strings attached: 30 Day notice cancellation clause
- 10. One Time Onboarding Fee of: \$1,511.00 // Monthly Contract of: \$1,429.00

Contract Term Date: 5/1/2025 - 5/1/2026



## IT/Voice Managed Services

#### Prepared by:

Barcom Technology Solutions Adrian Valdez

(210) 930-6960 adrian@barcoment.com

#### Prepared for:

**City of La Vernia** 102 E Chihuahua

La Vernia, TX 78121 Lindsey Wheeler (830) 779-4541 Iboyd@lavernia-tx.gov

### **Quote Information:**

**Quote #: 016859** Version: 1

Delivery Date: 04/03/2025 Expiration Date: 04/18/2025

## **Quote Summary**

Description	Amount
Services	\$1,511.00
Total:	\$1,511.00

## **Expenses Summary**

Description		Amount
Monthly Services		\$1,429.00
	Total:	\$1.429.00

### Accepted and Agreed to by:

## City of La Vernia

## Barcom Technology Solutions

Signature:		Signature:	Adrían Valdez
Name:	Lindsey Wheeler	Name:	Adrian Valdez
Title:		Title:	Vice President of Solutions
Date:		Date:	04/03/2025





Unlimited Managed Services Contract

# **Unlimited Managed Services Contract**

## Prepared for City of La Vernia

Prepared by

Barcom Technology Solutions 4.3.2025

### **Statement of Confidentiality**

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

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#### 1. Statement of Capabilities

**1.1**. Barcom is proposing to engage in a contract for Network Managed Services with the City of La Vernia referred to as "Client" going forward.

**1.2.** Barcom Technology Solutions (hereinafter "Barcom") is a leading provider of managed services for PCs, servers, network and telephone systems. Barcom's experience allows us to quickly resolve technical issues.

#### **1.3. Focus of Managed Services**

**1.3.1.** Barcom's IT Managed Services decreases downtime by using proactive monitoring, help desk services, and desk-side support to quickly resolve issues. This allows the customer to focus the business at hand.

#### 1.4. Barcom's Tools

**1.4.1.** Barcom provides remote monitoring of our clients' workstations, and servers. This monitoring technology, we can proactively maintain your computer networks providing resolutions to issues in most cases before our clients realize there is a problem.

#### 1.5. Barcom's Technical Staff

1.5.1. Skilled Engineers that can provide solutions and services such as (please note not all items covered by contract)

- Extensive Background in TCP/IP Engineering and Troubleshooting
- Active Directory Design and Implementation
- Electronic Mail Systems (Exchange, POP, etc.)
- Network Infrastructure/Security (Cisco, Nortel, Juniper, etc.)
- Internet Filtering and Productivity Tools (Websense, Barracuda, etc.)
- Antivirus Applications
- Backup Management (additional purchases and services required)
- PC and server hardware and operating system troubleshooting

#### 1.6. Monitoring Service

**1.6.1.** Barcom will install PC monitoring for Anti-Virus, OS patch updates, Spyware monitoring/removal software and inventory management. <u>See Attachment B for sample report and schedules.</u>

**1.6.2.** The 24x7 monitoring service deployed will email and page Barcom support staff when an issue is detected on a monitored device. Depending on the severity or expected time to resolution, the Client will be notified.

**1.6.2.1.** Issues requiring interaction will be converted into Barcom internal work orders. These will be assigned and tracked.

**1.6.3.** Barcom will be committed to resolving as many issues as possible before they become a network down situation. <u>See</u> <u>Attachment A for Barcom Complete Care®</u>.

#### **1.7. Periodic Checks**

**1.7.1.** Periodic checks are performed either weekly, monthly with the assistance of the client.



1.7.1.1. Patches and vendor updates are evaluated by Barcom before mass deployments.

**1.7.1.1.1.** Client must make Barcom aware of necessary 3rd party updates that may affect their environment.

1.7.1.2. Install critical updates from software manufacturers to repair bugs and security holes.

**1.7.2.** Barcom does perform audits yearly for security. Every attempt is made to have this done more frequently. The audits review open RDP ports, Admin users, backup concerns, and review of AV software.

#### **1.8. Problem Resolution**

**1.8.1. Fixed Right First Time** - If the same problem requires multiple calls or visits for the exact same issue, subsequent calls and visit will not be billed or count against the included hours in the contract.

**1.8.1.1.** If hardware does fail the cost of labor will be billed to the client in an hourly format or against their monthly agreement – dependent on type of hardware.

**1.8.2.** Call Log – Invoice of calls received and resolution. Details will include date/time of call, problem, description of resolution, and type of resolution (phone, remote access or site visit).

#### 1.9. Tiered Support:

**1.9.1.** Level 1 Immediate Support- All requests that have a 10-minute resolution or less will be handled by one of our standby technicians.

**1.9.2.** Help Desk- A team designated to only support service requests remotely will always be in office to handle Tier 1 issues remotely only.

**1.9.3.** Tier 1 Support - All support incidents begin at Tier 1, where the initial service request is created and documented. Basic troubleshooting of hardware and software are performed at this level and can be done onsite.

**1.9.4.** Tier 2 Support - Issues that cannot be resolved at Tier 1 are escalated to Tier 2 where more experienced engineers attempt to resolve the issue.

**1.9.5**. Escalations - Issues that cannot be resolved at Tier 2 are escalated to Tier 3 where the highest-level engineers and a member of management attempt to resolve the issue. Issues at Tier 3 may require involvement of 3rd party vendor support engineers or carriers to be involved.

**1.9.6.** Service Requests - Designated users at Client can open a service request by contacting our **San Antonio office**. Users simply call (210) 930-6960, send an email to **support@barcoment.com** with issue details, or request a ticket on the customer portal at **cw.barcoment.com/support** 

#### 2. Call Procedure

**2.1.1.** A technician will attempt to resolve the issue by phone, by asking questions and trying to "walk" the user to a resolution.

2.1.2. If that is not successful, the technician will attempt to remotely fix the issue using a remote access across the remote access



## Unlimited Managed Services Contract

technology VPN, or Barcom's support portal.

2.1.3. If that is not successful, the technician will be dispatched to the site within the time frame outlined and will resolve the issue.

**2.1.4.** If the issue is an emergency affecting more than three users or "everybody is down", a technician will be dispatched immediately. We will skip the first two steps above.

**2.1.5.** Customer Portal- Customers will have the ability to request service tickets as well as view status of service tickets. <u>See</u> <u>Attachment C for Customer Portal</u>

#### 3. Response Times

3.1.1. Remote Support - Standard Business Hours: 1 Hour from initial call

3.1.2. Onsite Support - Standard Business Hours: 2 Hours from time of dispatch

**3.1.3.Includes 24x7 support**- 24x7 support is handled by on-call personnel during off-hours and holidays with a 2-hour initial response time. The Client will be required to leave contact and issue details with the answering service, so we may return the call and proceed with initial diagnostic steps.

**3.1.4.** Barcom Business Hours - Monday - Friday 7:30am - 6:00pm and Saturday 8:00am – 5:00pm. Phones and emails are answered by live service coordinator or engineer.

**3.1.5.** This excludes Observed Holidays when an on-call technician will be available, but the office will be closed. <u>See Attachment D for</u> <u>Observed Holidays List.</u>

**3.1.6.On Call Engineer** - During hours outside business hours, the Client may use the same contact number to reach the on-call engineer. After hours our answering service will take the calls and send them to our team. Alternatively, the Client may open a service request outside of business hours via email to <u>support@barcoment.com</u>.

**3.1.7.**Some calls for service may be tagged as non-critical. These will generate work orders that will be assigned on next available slot or be set for a specific date/time. PC moves, software upgrades/installation and PC upgrades are examples of such requests.

#### 4. Key Assumptions

**4.1.** The following general assumptions have been made in the development of our work plan and are directly associated with our agreement. Client should verify accuracy of pricing by carefully reviewing the following assumptions.

**4.1.1.** All fees and expenses set forth in this section are, therefore, contingent upon the accuracy of these assumptions and are subject to change if any such assumption is deemed incorrect by the Client or Barcom.

**4.1.2.** Barcom will interface with Client personnel as necessary to complete the identified tasks.

**4.1.3.** Barcom will require that a Client employee be made readily available during all down-time or trouble situations.



## Unlimited Managed Services Contract

4.1.4. Barcom will not be held responsible for delays in the time table due to the absence of information or resources from Client sources.

4.1.5. To ensure resolution(s) in a timely manner, Client will provide access to all necessary facilities.

**4.1.6.** Client will provide passwords and necessary credentials to affected systems.

4.1.7. Priority - Barcom will not address other customer's issues while onsite.

4.1.8. Barcom will provide solutions to the Client to ensure their environment is protected, up to date, and ready in case of an emergency.

**4.1.8.1.** If solutions are declined and severe network or site issues occur due to the declining of those solutions our time will automatically be billable.

4.1.8.2. We will ask our clients to sign waivers for declined solutions that we feel can impact their business in a detrimental manner.

**4.1.9.** Barcom will be the primary vendor to have Administrative access to the client's network.

**4.1.9.1.** Should this not be possible a waiver of responsibility for network concerns would need to be on file. Barcom cannot guarantee performance and security if we are not solely responsible for the client's network.

#### 5. Barcom Responsibilities

5.1. Barcom will utilize all available technologies in delivering product that ensures maximum uptime for Client.

**5.2.** Barcom agrees to assign necessary personnel to project manage all activities of this Contract and to serve as the primary point of contact with the Client team.

5.3. Barcom will convey all requests for information as soon as is reasonably possible.

5.4. Barcom will provide progress reports on the status of all work in progress on a regular basis.

5.5. Barcom will inform Client of any delays, as well as all alternatives to resolving delays, as soon as is reasonably possible.

#### 6. Client Responsibilities

**6.1.** Client agrees to designate a point of contact at the location with responsibility and authority for review and approval of deliverables under this Contract.

**6.2.** Client will provide a work area and access to systems and personnel as jointly agreed upon by Client and Barcom (hereinafter "the Parties").

**6.2.1.** Since time is a critical factor in this contract, Client should plan accordingly to have the work area and access to systems and personnel available to Barcom as soon as possible. Time is of the essence regarding the Parties' performance.

**6.3.** Client is responsible for all hardware. Barcom will diagnose and fix hardware issues, **but costs for purchase and shipping of hardware will be the responsibility of the Client.** 



## Unlimited Managed Services Contract

#### 7. Contract Details

7.1.1. Client has 1 location with 15 workstations and 1 server at time of contracting.

7.1.2. Client Locations covered:

#### 102 E Chihuahua La Vernia, TX 78121

**7.1.2.1.** If additional sites or PC's are discovered during onboarding pricing will be adjusted.

**7.1.3.** Onboarding includes software installation, site documentation, and "known issue" resolution. A fee of **\$1,511.00** will be assessed upon completion

7.1.4. Monthly fee of \$1,429.00 will be assessed to cover the items listed in the contract including the following:

**7.1.4.1.** Automate Maintenance, Huntress Threat Monitoring and Detection, as well as SentinelOne NextGen Antivirus, on **(15)** Workstations and **(1)** server.

**7.1.4.1.1. Additional workstations** loaded with Automate Maintenance, Huntress Threat Monitoring and Detection, as well as SentinelOne NextGen Antivirus will be billed at a rate of \$85.00 per month per workstation added.

**7.1.4.1.2.** Additional servers loaded with Automate Maintenance, Huntress Threat Monitoring and Detection, as well as SentinelOne NextGen Antivirus loaded will be billed at a rate of \$75.00 per month.

**7.1.4.1.3.** Barcom cannot guarantee by having Huntress MDR, SentinelOne, or any other type of AV in place that our Client will not suffer from viruses. Unfortunately, there has been no solution found that can 100% guarantee this.

**7.1.4.3.** In addition to the cost per license per system the client will be billed \$75.00 per month. This takes effect if the site adds 8 managed computers or servers to the original total.

7.1.5. Remote/Onsite Support – Unlimited hours per month are included in the contract for our Level 1 Immediate Support, Help Desk, Tier 1, Tier 2 and Escalations Teams.

**7.1.5.1.** Barcom does provide support for all items that are needed but not all items can fall under the agreement outlined above. For that reason, we do have to at times quote additional costs for work that is requested.

#### 7.1.5.1.1. Examples of excluded items are:

- Replacement of major hardware (server, switch, firewall, etc.)
- Installation of new or replacement hardware
- Installation of any customer purchased hardware
- Recovery from viruses (Ransomware and Crypto, etc)
- Cutover of new internet or phone services
- Implementation of new software
- Installs that will require multiple site visits and will be 8+ hours to complete
- Project that require assigned Project Management from Barcom

7.1.5.2. Excluded items from Unlimited hours will be billed out at rates below, and every attempt will be made to quote in



advance or provide notice if projects are discovered in progress.

**7.1.5.2.1.** Project support for Phone, IT Tier 1 and Tier 2 remote support will be billed at \$95.00 per 1 remote hour billed in half hour increments.

**7.1.5.2.2.** Project support for Phone, IT Tier 1 and Tier 2 onsite support will be billed at \$115.00 per onsite hour, with 1 hour minimum

**7.1.5.3.** Barcom does have multiple levels of service products that we offer and unfortunately not all of them can be covered by a Managed Service Contract. Every effort will be made to quote these services in advance.

#### 7.1.5.3.1. Examples of Excluded Teams are:

- Backup Team- if you are not paying for monthly monitoring with a solution any service tickets created will be marked as billable.
  - o Backup Team Support will be billed at \$95.00 per 1 remote or \$115.00 per onsite hour billed in similar increments as listed above.
- Project Management Division- Our Project Team is often engaged for ongoing site work, work that requires multiple departments, or large implementations.
  - o Project Management Support will be billed at \$95.00 per 1 remote or onsite hour billed in similar increments as listed above.
- Advanced Services Division- Our Advanced Services Team is in place to handle large network infrastructure, complication implementations, and other higher-level projects that will be needed at your site.
  - o Project support for Advanced Services support will be billed at \$145.00 per 1 remote or onsite hour billed in similar increments as listed above
- Escalations Division- Escalations in brought in to work projects for servers, network equipment, and other high impact projects.
  - o Project support for Escalations support will be billed at \$115.00 per 1 remote or onsite hour billed in similar increments as listed above.
- Cabling- Any cable work that is done (toning, testing, running drops, etc)
  - o Cable support will be quoted in advance if hardware is required. If they are required for a job that is not quoted they will be billed at a rate of \$95.00 per technician onsite

#### 8. Terms, Conditions and Covenants

8.1. Payment shall be made pursuant to the following schedule:

- **8.1.1.** Barcom will invoice Client monthly on the 1st of each month for the next month.
- **8.1.2.** The overage invoice will be sent no later than the 5th of each month.

**8.1.3.** Disputes must be brought to Barcom's attention prior to the 1st of the following month or no adjustments will be approved.

8.1.4. Credit card payments will be subject to a 3% processing fee

#### 8.2. Delay of Payment

**8.2.1.** In the event Client does not effectuate payment of any balance due, Barcom shall be entitled to a late payment penalty calculated \$50.00 late fee plus \$25.00 accruing every 30 days that payment is past due.



8.2.2. If late fees are accruing, then Barcom can list client as a "Do Not Service" until payment is made

**8.2.3.** Additionally, if client has not hit a level of "Do Not Service" Barcom will adjust priority level of service requests and no hardware can be ordered.

**8.2.4.** Clients can be offboarded for failure to submit payments after 90 days.

#### 8.3. Contract Term

8.3.1. This Contract shall be in effect for a term of 12 months.

**8.3.2.** At the end of the 12-month period Barcom will meet with client regarding changes to support cost and coverage and a new contract will be put in place.

**8.3.3.** If a new support contract is not put in effect client will continue a month to month basis under current terms.

**8.3.4**. If the Client should wish to terminate the support at any time a thirty-day written notice is required.

**8.3.4.1.** Additionally, before any network details can be released all Barcom hardware must be returned and all open invoices must be paid.

**8.3.4.2.** Offboarding will be billed at an hourly rate for Project Manager, technicians, and any other staff needed to remove Barcom from environment.

**8.4.** Barcom agrees to indemnify, defend, and hold harmless Client from any cause of action relating to this Contract, or any cause of action arising from the outcome of this Contract, including all actual, consequential, and incidental damages which may be occasioned by Barcom, its clients, its successors, or assigns.

**8.5.** The Parties hereto agree that any change in this Contract and/or assumptions which may impact Barcom fees and expenses, will be discussed and approved by the Parties prior to proceeding. In no event will Barcom be subject to liability because of Client's failure to provide Barcom with timely, necessary, and accurate information.

**8.6.** The Parties agree that this Contract may be transferred or assigned to a third-party only upon obtaining written consent between the Parties herein. However, the Parties agree that any such assignment or transfer shall not be unreasonably withheld.

**8.7.** Client and Barcom agree that the breach or threatened breach of any of the covenants contained in this Contract may result in irreparable damage to Client/Barcom, not adequately remedied by an action at law, and accordingly, Client shall be entitled to injunctive relief in addition to all other remedies available at law or equity.

**8.8.** In the event of any dispute, claim, or controversy relating to or arising from this Contract, or any breach, threatened breach, or alleged breach thereof, the Parties hereby expressly waive and relinquish any and all right to a trial by jury.

**8.9.** This Contract is executed under the laws of the State of Texas, United States of America, and the Parties hereto stipulate and avail themselves to the jurisdiction of the courts and venue in Wilson County, Texas, and that the laws of the State of Texas shall govern any controversy hereunder.

**8.10.** This Contract cancels and renders null and void, and of no force or effect, any and all other prior or contemporaneous contracts between the Parties. This document constitutes the entire integrated Contract between Barcom and Client. Client acknowledges that no



other separate, oral or written promise, assurance, representation, or statement exists or was made to induce Client to enter into this Contract. Client expressly waives any right to claim reliance upon any inducement or representation not specifically contained herein and acknowledges that Client's execution of this Contract establishes the mutual intent that no other understanding exists between the Parties herein. Any subsequent modification hereto must be reduced to writing and executed by and between the Parties in order to be binding.

**8.11.** Either party's acquiescence or failure to defend and invoke any portion of this Contract shall in no way diminish the opposite party's right to enforce the terms and conditions of this Contract. To the extent that a restriction or provision contained in this Contract is more restrictive than permitted by the laws of the jurisdiction where this Contract may be subject to review and interpretation, the terms of such restriction or provision in such jurisdiction, shall be enforced to the maximum extent allowed by the laws of such jurisdiction, and such restriction or provision shall be deemed to have been revised accordingly herein. If any particular provision of this Contract shall, nonetheless, be adjudicated to be invalid or unenforceable after application of the forgoing intent of the Parties, the remaining provisions shall be severable and enforceable in accordance with their terms.

**8.12.** Unless otherwise agreed to in writing between the Parties hereto, neither party shall solicit or otherwise entice or induce for employment (or the performing of services) any employee or contractor of the opposite Party.

**8.13.** Non-Solicitation- Because employees and subcontractors of Barcom are one of its most valuable assets, it is agreed that such employees and subcontractors shall neither be solicited nor be offered employment by an Client during their course of engagement for (1) year thereafter.

**8.14. Confidentiality:** Barcom will use the Confidential Information only to further the relationship between the parties. If any material non-public information is disclosed, then Barcom will treat that information as "confidential" and will not disclose the information to any 3rd party without written consent of Client.

**8.15.** By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.



Barcom Services Description	Included in Managed Services Agreement
Proactive Support Services	
Patch Management	
Anti-Spyware Management	
Desktop Optimization	
• 24x7x365 Support	·
Reactive Support Services	
Customer Support Team	
Help Desk Support	
<ul> <li>Level 1 Immediate Support</li> </ul>	·
<ul> <li>Escalated Problem Resolution</li> </ul>	
Network Administration	
Network Admin	
<ul> <li>Technology Best Practices</li> </ul>	
<ul> <li>**must be approved by client</li> </ul>	·
Customer Service	
Customer Portal	
<ul> <li>Monthly Service Logs</li> </ul>	
<ul> <li>Quarterly Reports and Check Ins</li> </ul>	· ·
<ul> <li>Client Relationship Manager</li> </ul>	
Security	
<ul> <li>Options for Advanced Email Recovery</li> </ul>	
<ul> <li>End User Training</li> </ul>	
<ul> <li>Firewall and Port Reviews</li> </ul>	
Project Management	
<ul> <li>Oversight for Implementations</li> </ul>	
<ul> <li>Oversight for Multiple PC Roll Outs</li> </ul>	
Backups	
<ul> <li>Audit of Backups in Place</li> </ul>	
<ul> <li>Best Practices for Backups</li> </ul>	
<ul> <li>Weekly Checks of Backups</li> </ul>	
<ul> <li>Bi-Weekly Disaster Recovery Test</li> </ul>	
Reports Sent	
Hosted Services	
Email Filtering Services	
Web Filtering Services	
Office365 Services	
Website Services	