



ALL IN
TECHNOLOGY

Prepared for

City of Two Rivers

Quote #1802-1-A 3-YEAR
REVISED

CITY OF TWO
RIVERS AIT
ADVANTAGE 3 YEAR
AGREEMENT
REVISED

Prepared by Adam Van Eperen

2/13/2026



Proposal Summary

Prepared by:
Adam Van Eperen
 All In Technology
 888-201-5030
<https://allintechnology.com> 54241

Prepared for:
Kyle Kordell
 City of Two Rivers
 1717 East Park St.

Quote information:
Quote #1802-1-A 3-YEAR REVISED
 Prepared on: 2/13/2026
 Quote Expires: 3/31/2026

One-time Charges:

Description	Quantity	Unit Price	Tax	Price
AIT Advantage - Customer Onboarding - One Time	1	\$16,500.00	\$0.00	\$16,500.00

One Time Fees	\$16,500.00
Sub-total	
Sales tax	\$0.00
TOTAL	\$16,500.00

Recurring Charges:

Description	Quantity	Unit Price	Tax	Price
<p>AIT Advantage - Managed Services 3 Year Agreement</p> <p>Definition of roles:</p> <p>The City of Two Rivers IT team under this support agreement is responsible for level 1 and level 2 support.</p> <ul style="list-style-type: none"> • Level 1, frontline support, is defined as basic support, triage, common fixes, i.e. password resets, basic computer malfunctions, printers etc. • Level 2, advanced support is defined as advanced troubleshooting, configuration issues, i.e. MFA failures, mail profile malfunctions, software configurations, etc. • AiT under this support agreement is responsible for level 3 support. • Level 3 support is defined as the highest tier of technical support delivering expert-level resolution, system changes, long-term fixes • AiT will serve as a level 3 escalation resource for The City Of Two Rivers IT staff <p>Expectations of a level 3 support escalation</p> <p>Level 3 resources are brought in when:</p> <ul style="list-style-type: none"> • Level 1 (frontline support) and Level 2 (advanced support) cannot resolve the issue • The problem is complex, high-risk, or business-critical • The issue requires code changes, infrastructure redesign, or root-cause analysis • There is a major incident, compliance risk, or SLA breach <p>AiT typical responsibilities:</p> <ul style="list-style-type: none"> • Perform root cause analysis (RCA) • Implement permanent fixes • Execute changes to systems and network architecture • Provide guidance back to level 1 and level 2 resources to prevent recurrence 				

- Reporting to leadership teams when necessary

Projects and Hardware

All AIT projects and associated labor for the implementation of new tools, software, and hardware will be quoted separately from this Managed Services Package. Upon Client approval of such projects, the existing 3-year agreement and corresponding monthly invoice will be adjusted accordingly based on any resulting changes to relevant quantities in the package.

Projects include:

- Replacement computers, tablets, and phones
- Replacement network equipment including firewalls and switches
- Implementation of new hardware and software
- Implementation of new tools
- New user setup

AIT will serve as first pick for hardware needs and has access to special pricing for government entities.

Hardware includes:

- Computers and tablets
- Servers
- Surveillance cameras
- Network switches
- Firewalls
- All other new equipment

AIT Advantage - Per Site Monthly - 3 YR

Per Site Includes the following:

- Access to Helpdesk 24x7x365
- Secure document repository
- Access to Remote Management Tools

1

AIT Advantage - Per User Monthly 3 YR

Per User Includes the following:

- SOC Identity Management 24x7x365

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AIT Advantage - Per WKS Monthly 3 YR

Per Workstation Includes the following:

- Remote Management w/patching
- SOC/MDR/EDR
- Includes remote support 24x7x365
- Application Patch Management via Intune (Where applicable)

Note: Does not include library PC's per Dave Dassey

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AIT Advantage - Per Server Monthly - 3 YR

Per Server Includes the following:

- Remote Management w/patching
- SOC/MDR/AV 24x7x365
- 4 PHYSICAL SERVERS
- 6 VM SERVERS

10

AIT Advantage - Network Devices Per 5 Devices

Per Network Includes the following:

- Remote Management w/patching
- Configuration Management

4

Recurring Sub-total	\$6,633.40
Sales tax	\$0.00
TOTAL	\$6,633.40

Terms of Service

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REVISED**

Prepared on: 2/13/2026

Please see below notes relating to this proposal:

Proposal/Statement of Work

This Quote constitutes a binding offer by All In Technology LLC, a Colorado limited liability company ("**MSP**"), to perform the services and/or provide the following products at the price indicated herein. This Quote upon acceptance and execution by each Party shall convert into a Statement of Work ("**SOW**"), which is made subject to the Master Service Agreement and Services Attachment for Managed Services between the Parties (the "**Terms**",). This SOW does not replace the Terms but incorporates all the provisions and obligations set forth in the Terms. If any provision(s) of the Terms and this SOW conflict, the provision(s) of the SOW shall prevail. The Requested Services to be provided by MSP shall be limited to those Services described below pursuant to the terms and conditions stated in the Terms and/or this SOW or any subsequent SOW.

This SOW, dated (the "**Effective Date**"), is made in connection with and subject to the Terms by and between MSP and City of Two Rivers ("**Client**"). This SOW consists of the terms below, the signature page, and any unique attachments to this SOW, which are all incorporated into the Terms by this reference and are made a part of the Terms for all intents and purposes.

The Requested Services will be provided and limited as indicated in the tables on the preceding page(s) of this SOW. Further service offerings may only be secured via subsequent SOWs between the Parties.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Terms.

The Terms, this SOW, and any subsequently executed SOW or other work order or agreement between the Parties shall be collectively referred to herein as the "**Agreement**".

Client acknowledges and agrees that any and all Requested Services which are requested by Client and NOT included in this SOW will be considered outside the scope of this SOW and will be quoted and billed as separate Requested Services in one or more subsequent SOW's..

1. **Billing.** Billing and Fees, as stated in this SOW and the Terms, will be invoiced to Client on a monthly basis and shall be due and payable on the due date of the invoice, unless otherwise specified herein. Client may remit payment by credit card, check, automatic payment, or automatic withdrawal from a checking account, as approved by MSP. MSP may require a deposit or an amount equal to one (1) month of the invoiced amount for the Requested Services to be paid in advance, in addition to the first month's payment, upon execution of this SOW. Additional billing procedures, payment terms, and remedies for non-payment are further defined in Section 2 (Fees and Payment Terms) of the Master Service Agreement ("**MSA**"). Notwithstanding anything to the contrary in the MSA, all technical service and labor rates within this agreement are fixed at the quoted rate for a period of three (3) years from the effective date. Any adjustments to software licensing or third-party costs require a minimum of 30-days prior written notice to the client.

Any project work or associated labor outside the scope of the Requested Services described in this SOW shall require a separate Statement of Work ("**SOW**") to be executed by Client prior to commencement. All such work shall be billed in accordance with the mutually agreed upon rates and pricing set forth in the applicable SOW.

2. **Advice; Instructions.** This Section 2 of the SOW shall be separate from, and shall not amend, modify, supplement, or limit in any way, the terms of Section 1.9 of the Terms. From time to time, MSP may provide you with specific

advice and directions related to MSP's provision of the Requested Services or the maintenance or administration of the System. If Client fails to implement such advice, direction, and/or services and products included therein, Client hereby acknowledges that such failure is against the advice of the MSP, and Client agrees to indemnify, defend, and hold MSP harmless from any business interruption, data loss, system recovery costs, or other adverse consequences due to Client's failure or refusal to comply with such advice and/or directions. If Client's failure to follow or implement MSP's advice renders part or all of the Requested Services economically or technically unreasonable to provide, then at MSP's sole discretion, MSP may terminate the Agreement for a material breach by Client upon providing notice to Client.

3. Term; Termination. The term of the SOW shall be for an initial period of 3 years from the Effective Date (the "Initial Term"), unless otherwise specified herein. For any one-time or fixed-scope project, the term shall continue until completion of the Requested Services described in this SOW, at which time this SOW shall automatically expire without further action by either Party.

3(a). Term; Conditional Early Termination Right. Notwithstanding anything to the contrary in the Master Service Agreement ("MSA"), this Section shall govern the term and early termination rights applicable to this SOW and shall control in the event of any conflict. The term of this SOW shall be for an initial period of three (3) years from the Effective Date (the "Initial Term"). Client acknowledges and agrees that the first twelve (12) months of the Initial Term constitute a minimum commitment period (the "Initial Commitment Period").

Client may elect to terminate this SOW for any reason or no reason effective upon the conclusion of the Initial Commitment Period Client by providing MSP with no less than ninety (90) days' prior written notice of termination during the Initial Commitment Period. To be effective, such notice must be delivered no later than ninety (90) days prior to the expiration of the Initial Commitment Period. If Client fails to provide timely written notice within the Initial Commitment Period as set forth above, Client shall be deemed to have waived its early termination right, and this SOW shall remain in full force and effect for the remainder of the Initial Term.

If Client timely exercises its termination right pursuant to this Section:

(i) License and Third-Party Costs: Client shall remain solely responsible for all non-cancelable, prepaid, or committed third-party fees, including but not limited to software licenses, subscriptions, cloud services, or vendor agreements procured or renewed on Client's behalf that extend beyond the termination effective date. MSP shall have no obligation to absorb, refund, or offset any such costs.

(ii) Offboarding Services: Termination shall require completion of a separate offboarding or transition project, which shall be scoped and billed in accordance with MSP's then-current rates and procedures. MSP's obligation to perform offboarding services is contingent upon Client being current on all outstanding invoices, including applicable offboarding fees.

Except as expressly modified by this Section, all other terms of the Agreement shall remain in full force and effect.

4. Regulatory Compliance. Pursuant to Section 13 (Regulatory Compliance) of the Terms, MSP will review the Applicable Standards that Client submitted to MSP and determine whether MSP can achieve compliance with same by notifying the Client in writing. Client acknowledges and agrees that MSP cannot achieve compliance with such Applicable Standards, unless and until MSP indicates that it can in writing to the Client.

This Quote only converts into a SOW and is effective only upon execution by MSP and Client. Each Party hereto warrants and represents that this SOW and the Terms constitute the legal, valid, and binding agreement between the Parties as of the Effective Date.

The Terms can be accessed at:

[Master Services Agreement](#)
[Schedule of Third-Party Services](#)

Payment Terms: 100% of software, 50% of equipment, and 50% of labor is due upon signature.

Hardware Shipments: Hardware that is drop-shipped will be invoiced for the remaining 50% upon shipment from the vendor.

Shipping & Handling: Shipping and handling fees will be added to the final invoice.

License Adjustments: License counts will be reconciled monthly. Any prorated increases or adjustments will be billed on the following month's invoice.

Delay Billing: Client-caused delays exceeding fourteen (14) days may result in full invoicing prior to completion.

Sign below to indicate Client's acceptance, of both the SOW and Terms, and MSP will do the same.

All In Technology

City of Two Rivers

Signature: *Michael Garnhart*

Signature:

Name: Michael Garnhart

Name:

Email: