



NIC Partners Proposal for:

City of Chula Vista

Collaboration Systems Maintenance

60-Month Contract

2021

Prepared For:

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Managed Services Agreement Summary

This agreement is between Network Integration Company Partners, Inc., a California Corporation, whose principal place of business is 11981 Jack Benny Drive, Suite 103, Rancho Cucamonga, CA 91739, hereinafter referred to as "NIC Partners" and City of Chula Vista, hereinafter referred to as "Customer."

This managed services agreement has been tailored to meet the unique business criteria of the Customer. This document defines the services and service levels that shall govern managed services being provided by NIC Partners through-out the duration of this agreement. This Agreement when signed by NIC Partners and the Customer is subject to the terms and conditions herein.

Advanced Managed Services Provided

The following list of services is hereby covered for Advanced Managed Services. The platforms, and assets covered are located at the customer's addresses indicated below. In brief, the service agreement covers:

Specific technologies and management steps included in this maintenance agreement under the terms and requirements include:

Service Provided:

- Customer Portal - The Fresh Service portal is a Help Desk and central repository of information to track and maintain all information for the customer.
 - Creation of a customer portal
 - Equipment, license, and SmartNet tracking of all covered equipment
 - Incident Management
 - Let users raise tickets via email, self-service portal, or by phone.
- Remote configurations to effect Moves, Adds, and Changes (MACs) of covered components
 - CUCM
 - Unity Voice Mail
 - Cisco Emergency Responder
 - Webex Teams - Control Hub
 - Singlewire Informacast
- 8x5 Live Service Desk and basic technical support (Via e-mail or phone)
- Prioritized Emergency Support 24x7
- Troubleshooting of malfunctioning software and/or hardware for covered components listed above in Table A
 - Coordination of manufacturer's Warranty Support
- Software Maintenance (Licensing) Support for IP Telephony Software
- Monthly Reports for Software Platforms and Applications
- Coordination of manufacturer's Warranty Support
- Monthly Patch Management (critical security patches only)
 - This contract covers critical security patches and IOS updates on the Voice Infrastructure (routers, gateways, ATAs, IP phones, BE7K Appliances, call management and paging software) in Table A, required to solve issues with voice performance and/or security vulnerabilities
- Customer is responsible for the backup and/or migration of data, except where noted otherwise herein.

**TABLE A**

Item	Location	Serial Number
Collaboration - Servers and Equipment		
CUCM Publisher	Virtual	TBD
CUCM Subscriber	Virtual	TBD
Cisco Unity Connection Server and (HA)	Virtual	TBD
Cisco Emergency Responder /E911 (HA)	Virtual	TBD
Singlewire InformaCast Fusion (21)	Various	TBD
Expressway C (x1)	Virtual	TBD
Expressway E (x1)	Virtual	TBD
Cisco ISR4351 (x2)	Various	TBD
Cisco BE7M-M5 Appliance (x2)	District Office	TBD

Managed Services Agreement Duration

This agreement is effective on TBD, based on completion of the Voice project (the “Effective Date”). This agreement will remain in effect for a period of 60-months from the “Effective Date” of this agreement and will terminate on TBD, 2026.

Sites Included

This Managed Services Agreement shall be limited to those sites identified below:

Site Name	Address	Contact	Contact Phone
City Hall		TBD	TBD
Police Department		TBD	TBD
Public Works		TBD	TBD
Living Coast Discovery Center		TBD	TBD
Rec Centers (9)		TBD	TBD
Fire Department (9)		TBD	TBD
Animal Control Center		TBD	TBD



Coverage and Holidays

Hours covered for the duration of this agreement to be defined as indicated below:
8 am – 5 pm, Monday through Friday, PST

NIC Partners Observed Holidays:

NIC Partners will be closed on the following observed holidays unless otherwise noted in this agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Non-Compliance Penalty:

Penalty for non-compliance of Response and Repairs will be a maximum of \$250 per incident.

Call Management Process

For Services under this agreement, NIC PARTNERS's Service Administrator shall receive incoming requests via email or telephone from Customer and log them into the NIC PARTNERS Services Management System.

The NIC PARTNERS service administrator shall identify the type of call, location of the trouble; provide that call with an authorized NIC PARTNERS Managed Services ticket number and document the problem to ensure that the applicable service level is identified and that the call is processed accordingly.

The NIC PARTNERS service administrator will then manage the categorized request to completion.

Once an NIC PARTNERS engineer, representative and/or a vendor resource has completely addressed the request for resolution of a problem or performance of a service, the Service Administrator will document the closure of the call.



Escalation Process

The following procedure outlines the escalation process governing the management of Customer Call requests:

- Calls that cannot be resolved in accordance within the escalation schedule will be escalated to a Customer support provider or specified Customer contact.
- For all NIC Partners Outage Support level contracts, service providers will be notified of all outages requiring service provider or vendor intervention.

Escalation Schedule

Priority	Descriptions	Escalation Policy
CRITICAL PRIORITY (priority 1)	An existing network is down or there is a critical impact to the end user's business operation. Network Hardware Service Provider, NICP and end user will commit full-time resources to the situation.	1 Hours: Customer Support Supervisor 4 Hours: Department Manager 24 Hours: Director of Service Operations 48 Hours: President / CEO
HIGH PRIORITY (priority 2)	Operation of an existing network is severely degraded, or significant aspects of the end user's business operation are being negatively impacted by unacceptable network performance. The Network Hardware Service Provider*, NICP and end user will commit full-time resources during standard business hours to address the situation.	4 Hours: Customer Support Supervisor 24 Hours: Department Manager 48 Hours: Director of Service Operations 96 Hours: President / CEO
NORMAL PRIORITY (priority 3)	Operational performance of the network is impaired while most business operations remain functional. The Network Hardware Service Provider*, NICP and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	72 Hours: Customer Support Supervisor 96 Hours: Department Manager
LOW PRIORITY (priority 4)	Information or assistance is required on Network hardware manufacture product capabilities, installation or configuration. There is clearly little or no impact to the end user's business operation. The Network Hardware Service Provider*, NICP and end user are willing to provide resources during standard business hours to provide information or assistance as requested.	96 Hours: Customer Support Supervisor

Exclusions of Service (Force Major)

Customer excludes from NIC Partner's coverage of this maintenance agreement any repairs that are caused by: misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than NIC Partner's designated personnel without NIC Partner's express authorization, or without NIC Partner's supervision, and products not covered under this agreement.

**Spare Parts Pool:**

Any spare parts for equipment not covered by active warranties or other maintenance agreements are the express responsibility of the Customer to keep on hand and available to NIC Partner's for enforcement of service levels outlined in this agreement. If spares are to be maintained, NIC Partners reserves the right to audit inventories on a quarterly basis.

Responsibilities and Assumptions

Customer is responsible for the following under this agreement:

- Customer will identify at least one person to work with NIC Partners throughout a service request. This person must be readily available to communicate with NIC Partners personnel and to provide requested information on a timely basis.
- For each service request, Customer is responsible for providing a caller who has the knowledge to relate the technical aspects of the problem(s) or technical assistant request(s) and receive and interpret any technical advice and instructions given to Customer by NIC Partners.
- Customer is responsible for obtaining all permits, licenses and right of ways necessary for the work provided under this Agreement.
- Customer to provide NIC Partners access to all equipment covered under this Agreement including ids and passwords. If such access is not provided, NIC Partners will have limited capability to respond and may not be able to perform the service requested by the Customer and defined in this agreement. NIC Partners will notify Customer in writing if this requirement is not met.
- Customer to provide all needed supplies or accessories, attachments or other devices incidental to NIC Partners providing services hereunder.
- Customer to provide access to Customer's key personnel including contact numbers (business and after hours, as applicable). Key personnel shall be defined as those individuals directly involved with the equipment referenced in this Agreement.
- Customer to provide NIC Partners a list of all contract service agreements, contact names, contact numbers and associated contract numbers for all vendor service agreements to be managed by NIC Partners.
- NIC Partners and Customer will work together to verify connectivity from monitored equipment to a cloud-based monitoring platform
- Desktop support and level 0/1 helpdesk support for desktops and their users is not included under the scope of this agreement.
- Wiring / cabling is not included under the scope of this agreement.
- User training is not included in this agreement.



Pricing Overview

The following pricing has been developed specifically for the scope of managed services contained herein. NIC Partners provides T&M pricing (below) for any work performed outside the scope of this agreement.

Description	Support Term (Months)	Price / Month
Managed Services Agreement per month	60	\$4750.00
Total 5-Year Investment:		\$285,000

Pricing Assumptions

- Shipping and taxes are not included. All prices are in U.S. dollars.
- There is no travel charge for local resources on all flat rate support agreements.
- For additional equipment or services to be added, an addendum to this agreement must be included and signed by both parties.

Payment Terms

Contract will be invoiced monthly in advance with Net 30 payment terms.



Time and Materials (T&M) Pricing (Discounted)

- For services outside the scope of this agreement, Customer may request that NIC Partners provide such services on a Time and Material (T&M) basis, subject to the terms of this Agreement and NIC Partner's acceptance. NIC Partners shall determine in its sole discretion whether (i) to accept such work on a T&M basis, (ii) to accept such work under a specific Statement of Work or other agreement executed by Customer, or (iii) to reject the offer for such work that is outside the scope of this Agreement. Only authorized individuals from Customer may request and approve T&M services. Customer shall provide a list of authorized individuals within 10 days of the execution of this agreement.
- Pay all engineering time, travel, and out-of-pocket expenses if Customer request performance of onsite Services outside the scope of Service options described in this document.
- NIC Partners shall use commercially reasonable efforts to commence performance of any T&M services it accepts. Such performance shall be during Normal Business Hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday) and at the rates shown in the T&M rates Exhibit attached, excluding NIC Partners observed holidays unless otherwise agreed by NIC Partners. Any work performed outside of these Normal Business Hours will be charged at the rates for Overtime Hours or Weekend & Holiday Hours shown in the T&M rates exhibit as applicable. At the completion of the contracted work under T&M, NIC Partners shall present the Work Approval Form to Customer for signature, which Form acknowledges the completion of the work performed.

Time and Materials Rate Table

Labor Classification	Straight Time	Overtime	Double Time
Engineer (CCIE)	\$300.00	\$375.00	\$465.00
Senior Network Engineer	\$260.00	\$325.00	\$403.00
Network Engineer	\$195.00	\$243.75	\$302.25
Cabling Technician	\$150.00	\$187.50	\$232.50



Managed Services Agreement Acceptance

By signing below, Customer acknowledges and agrees:

Prices are valid for 30 days from the date on the cover page of this Agreement.

Network Integration Company Partners, Inc. is selling Managed Services to Customer and shall bill Customer according to the Standard Terms and Conditions and the Pricing Overview sections of this Agreement.

This Agreement is subject to the Terms and Conditions outlined herein and any additional Terms and Conditions outlined in specific Exhibits referenced herein. Any exhibit referenced in this agreement and attached hereto is incorporated herein by its reference.

By signing below, Customer agrees that the terms of this Agreement shall apply to orders Customer places for services referenced in this Agreement.

Customer's signature is not a commitment to place an order.

To place an order, this Agreement must be executed by both Customer and NIC Partners, and the Customer submits a purchase order to NIC Partners that references this Agreement. All orders are subject to acceptance by Network Integration Company Partners, Inc.

Network Integration Company Partners, Inc.

By: Frank Spaeth
21A5CC0CCDC84D0

Name: Frank Spaeth

Title: _____

Date: 7/2/2021

City of Chula Vista

By: _____

Name: Maria V. Kachadoorian

Title: City Manager

Date: _____



Exhibit A Technical Support Narrative

Technical Support Services Narrative

NIC Partners' Technical Support program is another important part of the overall NICP Service program. Technical Support provides Customer with onsite or virtual (remote access) Technical Support to assist in minimizing problems, improving performance and/or optimizing the Customer's IT investments. NIC Partners' Technical Support program can be tailored to fit Customer's specific requirements relative to supporting its technology infrastructure. IT staff augmentation or resource dispatch on an as needed basis are available through NIC Partners' Technical Support Program.

Response times are listed below. NIC Partners' Technical Support Standard package provides a 24x7x365 "800" number for access to NIC Partners' Service Center. All calls are logged into and managed via our customized NIC Partners Services Management Service Desk application.

If requested by our customer and as required, NIC Partners can escalate the outage to the proper hardware and/or software vendor or circuit provider all in real-time. By working with Customer's vendors and carriers and managing the trouble tickets logged with those vendors and carriers, NIC Partners manages the entire outage from alarm to closure. Trouble tickets are also utilized to track outages and network fault history.

Technical Support Services

NIC Partners will provide the following Technical Support Services for the Devices listed in Table A

The following describes the level of service that will be performed for each covered device. Only services marked with ☒ will be supported in this agreement. Appropriate network access permissions must be granted to allow NICP to perform these functions.

Hours of Support

- ☐ 7 x 24 x 365
- ☒ 8 am – 5 pm, Monday through Friday
- ☐ 8 am – 5 pm, 7 days a week
- ☐ After Hours Support 5 pm – 8 am, Monday through Friday
- ☐ Weekends and Holidays

Call Back Time

- ☒ Call back time within 1 hour
- ☐ Call back time within 2 hours
- ☐ Call back time within 4 hours

Response Time

- ☐ 2 Hour Remote Support
- ☒ 4 Hour Remote Support
- ☐ 4 Hour Onsite Support
- ☐ Next Business Day Remote Support
- ☒ Next Business Day Onsite Support
- ☐ Best Effort Remote Support
- ☐ Best Effort Onsite Support

Reactive Services

- ☒ Telephone Technical Support
- ☒ Remote Troubleshooting of Network Device
- ☐ Onsite Troubleshooting of Network Device
- ☒ Outage Support with Vendor/Carrier Escalation



Advance Hardware Replacement - Advance Hardware Replacement requires purchase of support contracts checked below

- ☒ Supported via Vendor: Cisco SMARTnet
- ☒ Supported via Vendor: Singlewire InformaCast Support Contract

Proactive Services

- ☒ IOS Upgrade Service of Covered Cisco Network Devices
 - ☐ Semi-Annual
 - ☐ Annual
 - ☒ As needed to address critical vulnerabilities
- ☒ System Health Check
 - ☒ Monthly
 - ☐ Quarterly
 - ☐ Semi-Annual
 - ☐ Annual
- ☒ Adds, Moves, Changes – for Voice only
 - ☐ Time and Materials Basis
 - ☒ User Assisted MAC – Included in Agreement
 - ☐ Outsourced MAC - Included in Agreement
 - ☐ All Telephone Adds, Moves and Changes – Included In Agreement

Reports Generated

- ☒ Monthly Case Summary
- ☐ Quarterly Case Summary
- ☐ Monthly Case Details
- ☐ Quarterly Case Details

Monthly ticket review meeting

- NIC Partners and customer will meet once a month via webex to review open tickets

User Assisted MAC (Included)

A User Assisted MAC is defined as:

- Customer places the telephone and physically connects device to the network & power.
- NIC Partners will remotely configure the switching infrastructure, gateways, voice applications and infrastructure as required.
- Any additions at locations or buildings not previously configured for IP Telephony will be invoiced on a Time and Material (T&M) basis.
- Any purchase of equipment is outside the scope of this agreement.



Standard Terms & Conditions of Services

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC PARTNERS.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

RISK OF LOSS OR DAMAGE: NIC PARTNERS shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until they are delivered to the customer's site, at which time the customer assumes such risk. Risk of loss/damage to the customer provided equipment shall remain with the customer.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC PARTNERS shall retain ownership of all materials supplied until final payment for same is received. NIC PARTNERS may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law