



# City of Covington

SOLICITATION No.: N/A

TITLE: RFP for Information Technology (IT) Support Services

BID DUE DATE/TIME: June 2<sup>nd</sup>, 2022 – 2:00 PM Central Time

## CITY OF COVINGTON – INVITATION FOR PROPOSAL

### THIS IS THE PROPOSAL OF

VENDOR NAME: General Informatics  
ORDER ADDRESS: 1 Smart Way  
Baton Rouge, LA 70810  
PHONE NUMBER: 225.767.7670  
FEDERAL TAX ID: 72-1511032  
FEDERAL COMMUNICATIONS  
COMMISSION (FRN) ID: 0027208693  
AUTHORIZED CONTACT: Donald Monistere  
1 Smart Way  
Baton Rouge, LA 70810  
OFFICE: 225.767.7670 | FAX: 866.728.0304  
Email: donm@geninf.com

June 1, 2022

City of Covington  
317 N. Jefferson Avenue  
Covington, LA 70433  
(985) 898-4733  
Attn: Stacey Sharp

Re: RFP for Information Technology (IT) Support Services

Mrs. Sharp,

On behalf of the entire General Informatics team, thank you for the opportunity to present the enclosed proposal in response to the *City of Covington* Invitation for Proposal to provide *Managed IT Support Services*. As a leading managed services provider and systems integrator providing complex cabling and IT solutions for more than 20 years, we have extensive experience providing these types of services and solutions across many industries, including government agencies and municipalities state-wide.

As a foundation of our customer service philosophy, it is our mission to produce excellent results and ensure complete satisfaction. Client satisfaction is a trademark of our reputation among our customers who continually find value in our services as we have retained 98% of them for the past 20 years, while 100% are referenceable. Several of these customers are referenced in our proposal response.

General Informatics acknowledges all solicitation terms and conditions and in accordance with proposal requirements. If you have any questions, please feel free to contact our office at 225.767.7670 or email me at donm@geninf.com. For any technical and contractual clarifications throughout the evaluation period, you may also contact:

Nick Morgan  
Regional Sales Manager  
1 Smart Way  
Baton Rouge, LA 70810  
nmorgan@geninf.com  
(985) 789-1573

Conner LeBlanc  
Business Development Manager  
1 Smart Way  
Baton Rouge, LA 70810  
cleblanc@geninf.com  
(985) 519-0805

It is an honor to be included in this proposal evaluation process for The City of Covington. We sincerely hope that based on the following facts the team at The City of Covington determines General Informatics is well qualified to meet and exceed expectations and provide the end solution for the incoming Managed IT Services.

Sincerely,

Melanie Eusea  
Director of Service Operations  
General Informatics  
1 Smart Way  
Baton Rouge, LA 70810  
225.767.7670 Phone  
866.728.0304 Fax  
Email: melanie@geninf.com

# Table of Contents

<b>BACKGROUND INFORMATION / COMPANY PROFILE.....</b>	<b>6</b>
• Who We Are.....	7
• Our Focus.....	8
<b>QUALIFICATIONS OF KEY PERSONNEL.....</b>	<b>9</b>
<b>APPROACH AND METHODOLOGIES.....</b>	<b>13</b>
• On-Site Staffing .....	14
• Desktop Application Support.....	14
• Server Administration Services .....	15
• Network Administration Support.....	17
• Audio Visual Equipment Support.....	17
• Security .....	17
• Telephone System and Building Access Controls .....	18
• Information Technology Strategic Planning .....	18
• Help Desk Support .....	18
• End-User Training .....	19
• Public Records Requests .....	19
• Computer Inventory and Permissions.....	19
<b>FEE PROPOSALS .....</b>	<b>20</b>
• Contract.....	24
<b>REFERENCES .....</b>	<b>44</b>

## BACKGROUND INFORMATION / COMPANY PROFILE

General Informatics fully understands the scope of work and proposes a knowledgeable, experienced, and qualified team of over 180 certified engineering professionals with over twenty years' experience. General Informatics is a Louisiana based company and the Region's only IT Firm that performs all business units in-house. We combine experience, scale, and stability with regional expertise and service, ensuring we supply all required Managed Technology solutions.

Our proposal is intended to fully meet all technical requirements as outlined in the City of Covington Invitation for proposal and ensure our solution will adhere to the standards set forth.

**Response Date:** June 2<sup>nd</sup>, 2022

**General Informatics Key Contacts:** Below are the primary contacts from General Informatics, LLC ("General Informatics") related to the proposal contained herein. Once the Client has formally engaged our services, additional project resources may be assigned to the project.

**Proposer Contact:** **Don Monistere**  
**225.767.7670**  
**donm@geninf.com**

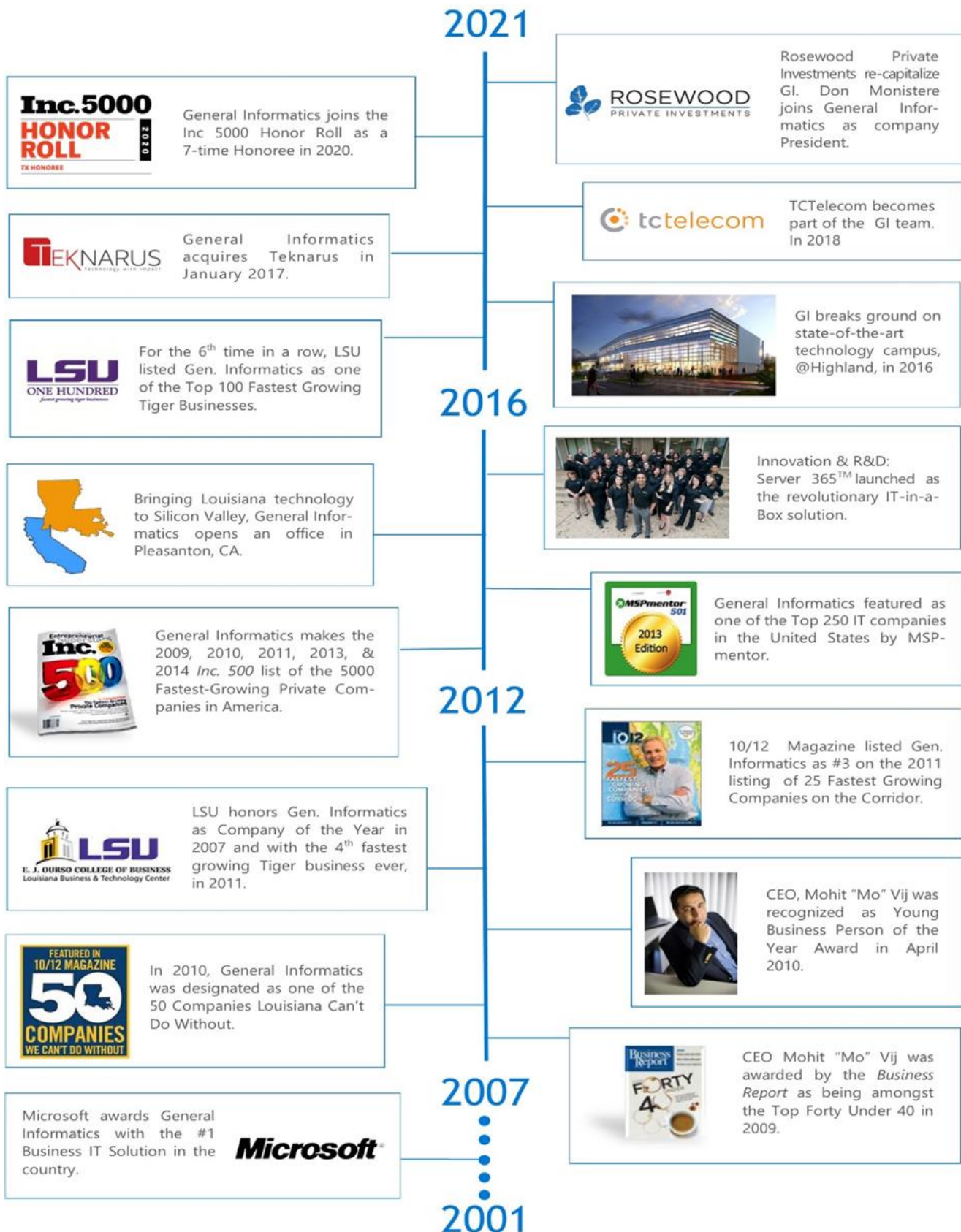
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Baton Rouge, LA 70810  
225.767.7670 Main  
866.728.0304 Fax  
www.geninf.com

**In Business Since:** 2001 (21 years)

**Structure:** Single Entity, In-house expertise and will be subcontracting with CompuCure, out of New Orleans, for the purposes of this project.



## Who We Are



## Our Focus

General Informatics is an Information Technology firm with a mission - to make its clients even more successful through digital transformation. We strengthen our clients' team and amplify their core business process outcomes without the cost of additional FTEs.

Digital convergence, or how well different business tools work together, is now the #1 differentiator in a business's competitiveness. With over 21 years of experience in setting up over 300 networks and managing 100+ IT departments, GI consultants can design and build connected systems to bring in game changing efficiencies. GI is the only IT company in the region that has all business units in-house:

- Application Integration & Software Development
- Cloud, Networking & Server Infrastructure
- Telephony & Unified Communications
- Cable and Fiber Installations
- Security, Backup & Monitoring
- Helpdesk and Managed Services
- IT Procurement & Installation
- Print and Document Management
- Access Control, CCTV, Audio-Visual & Smart Buildings

Our Managed services teams can run your digital infrastructure or support your team on an on-demand basis, letting you focus on your core business strengths. This has become a proven formula; so proven that 98% of our clients continue to do business with us year after year and 97% of the time we are rated "Excellent" in our client surveys.

General Informatics has won many awards including #1 IT Solution in the country from Microsoft. We have been featured seven times in the INC. Magazines 500|5000 list, five times in the LSU's top 100 Companies list. As per 1012 Magazine GI is one of the '50 Companies LA can't do Without.' Recently GI was also awarded 2018 Baton Rouge Business Report's 'Company of the Year.' The true testament to GI's success however has been the strategic support of its clients' growth. Not only GI has grown but it has strongly assisted in its clients' growth as well. Today GI has a record number of Clients as fastest growing companies in the INC 500|5000 list.

GI teams have extensive application expertise in the following industries:

Municipal Governments  
Healthcare  
Education  
Construction  
Architecture & Engineering  
Legal  
Non-Profit & Public Safety



## QUALIFICATIONS OF KEY PERSONNEL

### Education

M.B.A., Aspen University,  
2008 – 2009  
B.S., Southeastern  
Louisiana University,  
1987-1990

### Key Skills

- Multimillion-Dollar Operations Management
- New Business Development
- Team Building / Training
- Budget Development / Control
- KPIs
- Financial Review
- Challenger / Sandler Sales Methodologies
- Best Practices
- Mergers / Acquisitions
- Strategic Analysis / Planning
- Trends Tracking
- Profit / Loss
- Sales Planning / Growth
- Critical Business Drivers
- Service Management Framework
- ISO Standards
- ITIL Framework
- Customer Service
- Continuous Process Improvement
- Operational Integration
- Auditing Processes

### Donald C. Monistere, M.B.A.

#### Senior Executive Leadership

General Informatics, LLC  
One Smart Way  
Baton Rouge, LA 70810  
Phone: 225.767.7670  
Fax: 866.728.0304  
donm@geninf.com



#### General Informatics, Baton Rouge, LA *President*

2020 – Present

- Develop all board documentation and led engaging board presentations.
- Consistently evolve the operations organization as key acquisitions and organic growth continues.
- Report sales directly to company CEO and Board of Directors for all sales planning and growth functions.
- Develop and implement KPI recommendations and tracking methodology for core processes.
- Create improvement processes and process ownership methodology to boost success.
- Provide recommendations and suggestions for improvements in any aspects relating to increased performance.
- Coordinates with different departments to achieve optimal work production across the board.

#### C Spire Business, Birmingham, AL

2018 – 2019

##### *Senior Vice President | General Manager*

- Developed, managed, and reviewed high-value multi-department budgets.
- Performed as Service Management Representative for all audits within scope.
- Created improvement processes and process ownership methodology to boost success.
- Served as chair of annual LOB strategic plan for presentation to President, CEO, and CFO.
- Developed and implemented KPI recommendations and tracking methodology for all core processes.
- Consistently evolved the operations organization as key acquisitions and organic growth continues.

#### TekLinks, Inc., Birmingham, AL

2008 – 2018

##### *President*

2017-2018

- Coordinated and chaired strategic meetings held 3 times per year.
- Developed all board documentation and led engaging board presentations.
- Continually evolved operations as acquisitions and organic growth was optimized.
- Successfully transacted the sale of business to achieve 9.5 times EBITDA purchase.
- Reported sales directly to company CEO and Board of Directors for all sales planning and growth functions.

- Developed and implemented KPI recommendations and tracking methodology for core processes.

*Chief Operating Officer*

*2015 - 2017*

- Consistently engaged in vetting and integration of all new acquisitions.
- Proactively evolved operations as acquisition and organic growth continued.
- Led change from traditional value-added reseller to MSP / ISP service provider.
- Developed and implemented KPIs and tracking methodology for all core processes.
- Led all tri-annual strategic meetings, as well as quarterly board meetings and presentations.
- Created continual improvement process and process ownership methodology to drive enhancements.

*Executive Vice President, Managed & Cloud Services*

*2013 - 2015*

- Used ITIL framework and service ownership to make TekLinks a dynamic, world-class provider.

*Vice President, Commercial Sales*

*2008 - 2013*

- Continually outperformed plan using sales framework methodologies.
- Demonstrated experience with the Sandler Sales and Challenger Sales models.

**Vista Information Systems, Birmingham, AL**

*1993 – 2008*

*CEO | President*

- Successfully grew company to its largest point with \$4+ million in revenue.
- Led all board meetings while preparing documents for board and investment group.

### **Qualifications**

- Highly Accomplished Executive who excels at analyzing the needs of the business, identifying multimillion-dollar growth opportunities, defining methods for capturing new customers and retaining existing clientele, and attaining leverage in competitive markets.
- Hands-On Self-Starter who drives sustained revenue and EBITDA growth in an evolving market while successfully establishing \$250+ million organizations with 450+ employees.
- Top Performer who specializes in IaaS, SaaS, MSP, and ISP business models while upholding structure to accomplish substantial success.
- Innovative Thought Leader who continually gains buy-in among team members to promote unified objectives, enhanced core productivity and accountability, and incredible goal achievement to align with a company's mission, vision, and value.
- Influential Strategist who develops profitable alliances among C-suite decision-makers, multidisciplinary teams, and customers.
- See's the "big picture" at all times while thriving in rapidly evolving scenarios with the determination to exceed expectations – always willing to "go the extra mile" to surpass the status quo.

## Education

Central High School, 1994  
– 1998

## Certifications:

- VMWare Certified Professional (VCP5) Certification
- VMWare Certified Professional (VCP4) Certification
- Cisco Certified Network Associate (CCNA) Certification
- Microsoft Certified Systems Engineer (MCSE) Certification
- VMWare Vsphere: Install, Configure, Manage VCP4 Training
- Six Sigma Green Belt Training

## Key Technical Skills

**SECURITY:** Cisco ASA, Cisco IOS Firewalls, PIX Firewalls, Watchguard IPsec/PPTP/L2TP, Acunetix, Burp Suite, Zap, SQLmap, nmap, netstat, Nessus, Metasploit, WireShark, Nikto, Backtrack

**ROUTING:** Cisco, Juniper, Netscreen, Sonicwall, PfSense, Frame Relay, RIP, EIGRP

**SWITCHING:** Cisco, HP, Dell, ISL, 1q

**LAN / WAN:** Wildpackets, Packeteer, Allot, Citrix Access Gateway, Barracuda

**STORAGE:** HP, Compellent, EMC

**OPERATING SYSTEMS:**  
Windows Server  
2000/2003/2008/2012, 2016,  
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## Dustin Landry

### Cloud Infrastructure Engineering Manager

General Informatics, LLC

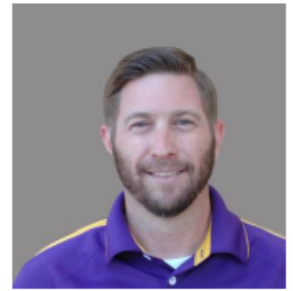
One Smart Way

Baton Rouge, LA 70810

Phone: 225.767.7670

Fax: 866.728.0304

dustin@geninf.com



### General Informatics, Baton Rouge, LA

2010 – Present

#### Senior Infrastructure & Design Engineer

- Lead a team engineers in charge of managing the design, implementation, and support of cloud infrastructure solutions, including leading projects to migrate from private infrastructure to public cloud such as Amazon Web Services and Azure
- Train and mentor engineering teams in standards and best practices governing the engineering, configuration, testing, implementation, and administration of cloud solution infrastructures.
- Collaborate with internal and external stakeholders to identify solution engineering and delivery requirements, translating business needs into stable, supportable cloud infrastructure solutions.
- Research and implement cloud support services and processes, including platforms for solutions monitoring, maintenance, development, upgrade, support, and designing and implementing administration process automation solutions.
- Plan, direct, and complete projects focused on deploying and administering cloud-based servers, security infrastructures and architectures, virtualized environments, and datacenters, including maintaining a datacenter environment hosted on more than 200 virtual machines running in two sites.
- Develop project budgets, strategies, and resources, aligning multiple competing projects with customers' evolving operational and technical requirements.
- Leverage engineering expertise to deploy routers, switches, firewalls, disaster recovery platforms, automation scripting, enterprise applications, and endpoints; engineer a wide variety of technology-agnostic systems configured for customers' unique business and technology needs.

### SWPG, Baton Rouge, LA

2001 – 2010

#### Premise Technician

- Directed the work of system analysis, engineering, and development teams, driving the delivery of full-service IT solutions and processes used by more than 300 company employees.
- Communicated with business unit team leads to identify business requirements and translate operational and technical needs into modern, secure, and supportable IT systems and services.
- Evaluated existing IT architectures and business processes to determine options and action items for system design, security, disaster recovery, enterprise hardware and software, connectivity, and support, focusing on modernizing legacy architectures and capitalizing on emerging technology.

2019, Windows 2000/XP/7/8, 10, Kali Linux, Ubuntu, Linux Red Hat Enterprise, CentOS, Netware 5.11

#### **PROGRAMMING**

**LANGUAGES:** Python, C#/.NET, Java, PHP, Ruby

#### **SERVER / NETWORK**

**HARDWARE:** Dell, HP, EMC Clarion

**SOFTWARE:** Puppet, Docker, Elasticsearch, Jenkins, AWS, VMware, Microsoft, Exchange, Microsoft Lync, Redis, SQL, MongoDB, MySQL, Cisco PDM, Symantec/Veritas Backup Exec, GFI Mail Archiver, Websense, Apache, nginx, Veeam, Vembu

- Advised business and technology leadership regarding options for reducing costs, improving technology performance, and instituting best practices, helping to advance enterprise IT capabilities.
- Performed ongoing IT engineering and support services on all enterprise IT systems, and also trained users in the proper operation and management of IT systems.

#### **Qualifications**

- Strong experience leading and supporting the development, implementation, and administration of cloud solutions and services.
- Supports the design, development, and support of cloud infrastructures, implementing large-scale cloud, networking, cybersecurity, and virtualization platforms.
- Highly skilled in leading engineering, development, and support teams according to industry practices.
- Cultivates and manages strong stakeholder relationships to advance the creation of new technology solutions. Professional history includes leading the engineering, development, and administration of cloud and on-premises solutions for customers.



## APPROACH AND METHODOLOGIES

The City of Covington requires a partner that has a proven ability to deliver quality IT support services and to ensure that its team is responsive, performing at an optimal level from day one forward. General Informatics has spent two decades building a successful business with projects, many in the public sector, directly related to staffing support areas.

Our Service delivery approach has evolved over our two decades of experience supporting clients of all sizes and all business types mentioned earlier. Our “Walk Through” begins upon acceptance of the contract and initial payment receipt, the Business Development Manager initiates a meeting with the internal design team to authenticate and validate all quote documentation to confirm everything that is needed is available to complete the project. Every client is assigned to one of our engineering pods. Each pod consists of a minimum of two senior level engineers and a minimum of four-to-fifteen level one support staff. The client’s assigned team is responsible for the configurations and deployment of the account. This ensures any one of our growing senior level engineers would be able to support the account if the client’s assigned pod is unavailable.

Our proactive approach helps our clients with preparing an annual roadmap for their IT department. This includes but is not limited to hardware refreshes, software deployments and maintenance, and third-party service(s) reviews. Our quarterly and annual business meetings with client decision makers, executives, and/or management discuss any upcoming projects, planned expenses for renewals or updates, and align the technology needs with any business plans for new revenue streams, changes to business processes, and/or growth.

Due to the nature of the industry our prospective clients serve, the specific security needs, security requirements, or adherence to statutory, regulatory, or federal requirements (i.e., PCI, HIPAA, FISMA, GLBA, etc.). Once the requirements are determined, our team makes recommendations on services or solutions which fit the security or regulatory needs for the client. This includes but is not limited to data storage/retention practices, transaction of data (i.e., personally-identifiable-information [PII], financial records, health records, etc.), personnel access, and external vendor business requirements.

Our Service team is setup for 24/7 monitoring and maintenance. For help desk support, clients are able to call our offices directly, email our support team, and/or submit a support request ticket via the client portal. Our normal operating hours are 7 AM – 5 PM CST, and a minimum of two engineers are available for after-hours on-call support using a special client code for after-hours services.

### On-Site Staffing

- For the purposes of this Managed IT Project, General Informatics will be subcontracting with another Managed IT vendor out of New Orleans named CompuCure. CompuCure will be providing tier I on-site support and will have access to General Informatics' ticketing system to streamline support for tier II and tier III escalation.
- Any helpdesk related issues that arise during normal working hours will be addressed by the on-site staff resource in a timely manner. Depending on the on-site technician's workload, response time may be immediate, or may require them to finish addressing any current issues before a new ticket can be serviced. Most helpdesk issues may be resolved remotely through remote support software but may also require the physical presence of the technician depending on the nature of the issue.
- General Informatics' Service team is available 24/7, including holidays, through our on-call support staff and will be billed for time and material to resolve any issues. For the purpose of the RFP, General Informatics will include 10 professional service block hours for the City to redeem anytime the need arises that will be billed as a one-time fee. To be clear, this is not part of the recurring fee and will rollover billing cycles as long as the City still have hours available.

### Desktop Application Support

- General Informatics' pricing structure for desktop support works on a per-user basis and that user multiple then dictates the starting price for managed services. The number of users specified in the City of Covington's environment is 160, so we will apply the price of managing one user to the other 159 to give the starting price. These are billed on a monthly basis and can have users and/or services added or subtracted at any time and have that change in monthly price reflected on the following billing cycle.
- The way our desktop application support works is we have our monitoring agents installed on all devices on the network so we can conduct routine maintenance and ensure the devices are communicating with the proper server and other devices on the network. There are two service plans available, Core IT which is our base service package, and TotalCARE which is our premium service package.
- Due to the requirements of an on-site technician, we are recommending the city go with our Core IT package, as the majority of helpdesk matters will be addressed by that individual in normal business hours.
  - Core IT Desktop Management includes Protection, Monitoring & Alerting and Software & Licenses:
    - Software
      - Webroot Enterprise Anti-Virus Software



- Remote Access to PC
- Emergency Employee Broadcast System
- Total PC Health Monitoring Portal for Sys Admin
- Network, Switch, Printer, Router and UPS monitoring
- Single Click Application deployment system
- Multi-Computer Policy Management
- State-of-the-art ticket tracking
- Helpdesk Portal for End User with Workflow
- Multi-Tier Defense
  - Secure ID service
  - Intrusion Protection and Content Filtering
  - Premium DNS
  - End Point Protection
- Automated Monitoring
  - Patching for all Microsoft & 3rd Party software
  - Daily Anti-virus checks & scanning
  - Daily OS Security updates
  - Temp. File Deletion & PC Tune-up
  - 24x7 Proactive Alerts & Monitoring
  - Priority Support
  - 10% discount on T&M support service
- As opposed to our TotalCare package which includes unlimited onsite and remote helpdesk support, any support that is needed where the on-site resource cannot address due to being outside of normal operating hours or lack of knowledge on a specific issue, would be billed for time and material.
- At \$19 per user on 160 users, the monthly cost for the desktop application support line item comes to \$3,040.

### **Server Administration Services**

- Like our desktop application support, our server administration support is priced per server being managed and has two support levels. While our Core IT package will be adequate for individual desktop management due to the presence of an on-site tier I resource, server management will require a higher level of expertise to manage around the clock; therefore, we are recommending our TotalCARE server management.
  - TotalCARE Server Management includes Off-Hours Emergency Support, Security Patch Management, User and Computer Administration, Email Administration, Network Management, and On-Demand Asset Inventory:
    - Management
      - Complete Support

- Off hours Emergency Support
- Security Patch Management
- User and Computer Administration
- Email Administration
- Network Management
- On Demand Asset Inventory
- Software License
  - Enterprise Anti-Virus Software
  - Team Hub and Team Sites
  - Microsoft Planner
  - Microsoft Graph for Intelligence Search and Discovery
  - Microsoft Flow for Workflow Automation
  - PowerApps - development platform to build Custom Apps
  - Emergency Employee Broadcast System
  - State-of-the-art ticket tracking
  - Help-Desk Portal
  - Free Website hosting
- Multi-Tier Defense
  - Secure ID service
  - Intrusion Protection and Content Filtering
  - Premium DNS
  - End Point Protection
- Monitoring
  - 24x7 Proactive Monitoring & Alerting
  - Drive Space Monitoring & Remediation
  - Daily Anti-virus checks & scanning
  - Offsite Backup Monitoring
  - Temp. File Deletion & Tune Up
  - Backup Management & Testing
  - Service pack updates
  - Yearly UPS Tests
  - Backup Ready with optional Backup365
- Our TotalCARE server support package includes 24/7 tier I and tier II support that can be assessed through our ticketing system.
- By our count the city currently has a minimum of 6 servers spread throughout City Hall and the Police Department Patrol Building. With at least 1 physical server living in City Hall and 2 physical servers living at Police Department Patrol Building. Considering the nature of the Virtual Server info provided, we asses that there are at minimum an additional 3 serving the roles of File/Print/SQL/DB/APP/PBX.

- At \$299 per server on 6 machines, the monthly cost for the server administration support line item comes to \$1794.

### **Network Administration Support**

- Like our server administration support, we are recommending our TotalCARE network management plan, as this would be outside the expertise of the tier I on-site resource.
  - TotalCARE Network Management Plan includes Monitoring and Network Monitoring:
    - Monitoring
      - Firewall Support & Updates (If under vendor support)
      - ISP Management
      - Web Host Support
      - 3rd Party Vendor Reporting
    - Network Monitoring
      - Router Support & Firmware updates
      - Switch Support & Firmware updates
      - VPN Support
- Because the City has stated that it wishes to maintain its current Barracuda and Dell Data Domain backup systems, we can assist with managing the process as part of our vendor management service that comes included in our TotalCARE network plan. Additionally, email backup is covered in our TotalCARE server support plan.
- By our count the City currently has a minimum of 5 separate networks spread throughout the city – City Hall, Police Admin Building, Police Patrol Building, Public Works, and Trailhead. At \$79 per managed network, the monthly cost for the network administration support line item comes to \$395.

### **Audio Visual Equipment Support**

- Apart from our managed IT services, General Informatics has a full in-house infrastructure team that can serve a variety of AV needs including projectors, display TVs, audio systems for conferencing, and interactive digital white boards. We are also a one-stop-shop for any low-voltage data cabling (CAT5/CAT6/CAT6A), as well as Fiber for internal and/or campus connectivity.
- We are unable to price what management of AV assets are without having a detailed layout of all the devices included in the City buildings.

### **Security**

- General Informatics specializes in cybersecurity and has many proactive security functions built into our desktop application support agents. In addition, our TotalCARE server support included email support and security patch management.

- We also offer our Fortress365 Cyber Security products for all users which includes enhanced Cyber Security training and additional security measures.

### **Telephone System and Building Access Controls**

- Telephone system management is included as component parts in both our TotalCARE server management and our TotalCARE network management plans. Seeing as how the city has a 2-year-old phone system that doesn't require any additional hardware to be purchased or installed at this time, our implementation team will be able to takeover management of the call tree and support the call-flow. Under our vendor management plan, we will work with the voice service providers and the 3CX support team.
- Because the city is not requesting the installation of any new access control equipment at this time, the on-site technician will have it included in their roles and responsibilities to manage any basic needs associated with access control management. Any high-level issues or the installation of any additional access controls will be billed for time and material.
- As noted in the RFP, the city currently has no surveillance system in place. This is an area where our team at General Informatics has extensive expertise. However, to quote surveillance for the different city buildings, we need detailed floor plans of each space. In addition to offering installation and vendor management of security cameras, we also offer surveillance systems as a service at a monthly rate.

### **Information Technology Strategic Planning**

- While General Informatics' core competency is managed IT services, we have built up our capacity over the past several years to be a true all-in-one technology company. One benefit of this is deep industry knowledge that comes in the form of our Client Success Managers (CSMs). This individual will be a non-commissioned agent who acts on behalf of the City of Covington to ensure they are getting the absolute most out of their monthly spend. They will conduct at minimum a quarterly meeting with City leadership to ensure all benchmarks are being met and the services being received are to the exception of the city. These services are included with all our TotalCARE clients.
- In addition to our CSMs, we also offer Virtual Chief Information Officer (vCIO) services to clients who desire the highest level of industry knowledge when it comes to their technology roadmap. vCIOs operate as a voice on the leadership team of the City and meet with leaders to discuss strategic initiatives related to technology. This is an additional service line item priced at \$2,500 per month.

### **Help Desk Support**

- The tier I internal resource will be able to service most day-to-day helpdesk needs. In the event of an escalated issue outside the skillset of the on-site resource, the

City may place a ticket with our service department and have a tier II technician either address the issue remotely, or travel to the City office in question.

- Responsibilities for the on-site tier I resource include:
  - Windows desktop & application support
  - Printer support
  - Phone system support
  - Access control support
  - Setup of new equipment
  - Installation of new software programs
  - Other tier I technical matters

### **End-User Training**

- General Informatics offers a wide variety of training on topics ranging from best practices in cybersecurity to Microsoft Office application training.
- These can be priced in several different ways, including one-off professional projects, as part of the continuing services provided by vCIO services, or as continuing cybersecurity training.

### **Public Records Requests**

- Many other municipal agencies we work with have made public record requests in the past, and General Informatics has a proven track record of compliance. General Informatics will comply with public record requests made by the city assuming they can be reasonably considered within the scope of our managed service agreement. Depending on the type and scope of request being made, it may fall outside the scope of our Core Managed IT service agreement and may be billed as a professional project.

### **Computer Inventory and Permissions**

- As part of our managed services, General Informatics will compile a database of all the City's IT assets and aid the city with tagging and tracking devices and permissions associated with those devices.

## FEE PROPOSALS



One Smart Way, Baton Rouge, LA 70810  
Phone: 225.767.7670 - Fax: 866.728.0304  
Email: orders@geninf.com

### Proposal

**AAAQ20511**

Date: 06/02/22      Good Until: 07/15/22      Terms: Upfront

Bill To: City of Covington  
Stacey Sharp  
317 N. Jefferson Avenue  
Covington, LA 70434

Ship To: City of Covington  
Stacey Sharp  
317 N. Jefferson Avenue  
Covington, LA 70434

Phone: (985) 892-1811

Phone: (985) 892-1811

Qty	Description	Unit Price	Extended Price
<b>Managed Technology and Security Services</b>			
<b>Server Management and Support</b>			
6	TotalCARE Support - Server:	\$299.00	\$1,794.00
	MANAGEMENT:		
	Complete Support		
	Off hours Emergency Support		
	Security Patch Management		
	User and Computer Administration		
	Email Administration		
	Network Management		
	On Demand Asset Inventory		
	SOFTWARE LICENSES:		
	Enterprise Anti Virus Software		
	Team Hub and Team Sites		
	Microsoft Planner		
	Microsoft Graph for Intelligence Search and Discovery		
	Microsoft Flow for Workflow Automation		
	PowerApps - development platform to build Custom Apps		
	Emergency Employee Broadcast System		
	State-of-the-art ticket tracking		
	Help-Desk Portal		
	Free Website hosting		
	MULTI-TIER DEFENSE		
	Secure ID service		
	Intrusion Protection and Content Filtering		
	Premium DNS		
	End Point Protection		
	MONITORING:		
	24x7 Proactive Monitoring & Alerting		
	Drive Space Monitoring & Remediation		



Proposal AAAQ20511  
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Qty	Description	Unit Price	Extended Price
	Daily Anti-virus checks & scanning Offsite Backup Monitoring Temp. File Deletion & TuneUp Backup Management & Testing Service pack updates Yearly UPS Tests Backup Ready with optional Backup365  10% Discount on Special Projects Recurring Monthly Fee Plus Applicable Taxes.  <b>Network Management &amp; Support</b>		
5	Monthly Managed Network Plan - TotalCARE Support  Monitoring -Firewall Support & Updates (If under vendor support) -ISP Management -Web Host Support -3rd Party Vendor Reporting Network Monitoring -Router Support & Firmware updates -Switch Support & Firmware updates -VPN Support  Recurring Monthly Fee Plus Applicable Taxes.  <b>PC Management &amp; Support</b>	\$79.00	\$395.00
160	Core IT - PC Protection, Monitoring & Alerting Includes Software and licenses Requires Block hours for Help Desk support and problem resolution  SOFTWARE INCLUDED: Webroot Enterprise Anti Virus Software Remote Access to PC Emergency Employee Broadcast System Total PC Health Monitoring Portal for Sys Admin Network, Switch, Printer, Router and UPS monitoring Single Click Application deployment system Multi-Computer Policy Management State-of-the-art ticket tracking Helpdesk Portal for End User with Workflow  MULTI-TIER DEFENSE Secure ID service Intrusion Protection and Content Filtering Premium DNS End Point Protection	\$19.00	\$3,040.00

Qty	Description	Unit Price	Extended Price
	<p>AUTOMATED MONITORING:</p> <p>Patching for all Microsoft &amp; 3rd Party software</p> <p>Daily Anti-virus checks &amp; scanning</p> <p>Daily OS Security updates</p> <p>Temp. File Deletion &amp; PC Tuneup</p> <p>24x7 Proactive Alerts &amp; Monitoring</p> <p>Priority Support</p> <p>10% discount on T&amp;M support service</p> <p>Recurring Monthly Fee Plus Applicable Taxes.</p> <p><b>On-site Personnel</b></p>		
1	<p>Monthly Onsite IT Support Personnel</p> <p>5 Days/Week</p>	\$6,222.22	\$6,222.22
	<p>Minimum of Core IT required</p>		
1	<p>ConnectWise Downstream IT Usage Fee</p> <p>\$60/month/user</p> <p>Includes</p> <ul style="list-style-type: none"> <li>* Installation</li> <li>* support@covla.com for generation of requests</li> <li>* Service board specifically for City of Covington's requests</li> <li>* Escalation capabilities to General Informatics</li> </ul> <p>Minimum contract of 90 days.</p>	\$60.00	\$60.00
1	<p>2 Factor Secure Authentication RSA Security and Identity Assurance for Servers</p> <p>Provides maximum access security:</p> <ul style="list-style-type: none"> <li>-Meet strict compliance objectives.</li> <li>-Keep your critical information safe from intruders.</li> <li>-Monitor and report on the access permissions of IT personnel.</li> <li>-Revoke access with the click of a button instead of manually changing passwords.</li> <li>-Automate and synchronize password updates. Does not use Static Passwords</li> </ul> <p>Monthly Subscription Fee</p> <p>Applicable Taxes Apply.</p> <p><i>Municipal Governance Services</i></p>	\$10.00	\$10.00
1	<p>EDGE vCIO Services</p> <p>Monthly Reporting &amp; Quarterly Business Reports</p> <p>Scheduled Onsite Visits</p> <p>Strategic Advisory Services</p> <p>Procurement Support</p>	\$2,500.00	\$2,500.00

Qty	Description	Unit Price	Extended Price
	IT Vendor Management & Alignment Asset Inventory Management IT Budgeting Support Employee Onboarding Services Discounted Equipment Sales		
	Recurring Monthly Fee Plus Applicable Taxes.		
	Monthly Recurring Managed Services SubTotal		\$14,021.22
	<b>Block Hours For After Hours / Weekend Support</b>		
10	One Time Block of Professional Services Tier I Engineer Minimum Number of Hours Required to Complete the Job. Actual number may vary and will be billed T&M	\$95.00	\$950.00
	These hours do not expire for the duration of the contract.		
	Remote call: Minimum billable time - - 15 minutes - On site call: Minimum billable time - 1 hr. Additional hours to be billed at T&M		
	One-Time Block Hours SubTotal		\$950.00
	<b>Professional Services - Implementation &amp; On-Boarding</b>		
40	Professional Services Tier II Engineer Minimum Number of Hours Required to Complete the Job. Actual number may vary and will be billed T&M	\$125.00	\$5,000.00
	One-Time Implementation SubTotal		\$5,000.00
Signature _____ Date _____		<b>One-Time Charges</b>	<b>\$19,971.22</b>
Print Name _____		<b>Monthly Recurring</b>	<b>\$14,021.22</b>

\*MONTHLY PAYMENTS VARY BASED ON CREDIT APPROVAL.

ALL AMOUNTS PROPOSED ARE ESTIMATES AND MAY VARY, DEPENDING ON THE TERM, SELECTED OPTIONS, PRODUCT MIX AND/ OR OTHER FACTORS. PRICES BASED UPON TOTAL PURCHASE AND SUBJECT TO CHANGE IN THE EVENT OF ANY CHANGE IN THE CONFIGURATION OR EQUIPMENT SPECIFICATION WITHOUT NOTICE OR OBLIGATION. ALL DELIVERY, SUPPORT, TRAINING AND CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. A LATE PROCESSING FEE OF 12% TO BE APPLIED TO ALL LATE PAYMENTS WITHOUT EXCEPTION. IF PAYMENT IS NOT MADE FOR 90 DAYS AFTER DUE DATE, CLIENT DATA MAY BE PURGED FROM CLOUD SERVERS AT GENERAL INFORMATICS DISCRETION.

ALL CLOUD ORDERS WILL BE BILLED FOR A MINIMUM OF 4 YEARS FROM DATE OF ACTIVATION OF LAST ACCOUNT. CLOUD AND TOTALCARE ORDERS AUTOMATICALLY RENEW ANNUALLY FROM THEREON, UNLESS PRE-NOTIFIED IN WRITING AT LEAST 45 DAYS BEFORE. CLIENT'S REQUEST TO ADD A NEW USER ACCOUNT VIA EMAIL OR A SUPPORT TICKET WILL BE AN ADDENDUM TO THIS ORDER AND ADDED TO BILLING UNDER SAME TERMS. CLOUD, EXCHANGE ONLINE OR OFFICE365 ACCOUNTS MAY REQUIRE 1 TO 2 EXTRA ACCOUNTS FOR ADMINISTRATION AND PUBLIC FOLDER PURPOSES. CLOUD, EXCHANGE ONLINE OR OFFICE365 EMAIL IS COMPATIBLE WITH OUTLOOK 2007 ONWARDS; OUTLOOK 2003 USERS CAN USE OUTLOOK WEB ACCESS.

HARDWARE, SOFTWARE AND HOSTING COVERED ONLY BY MANUFACTURER'S OR 3RD PARTY SERVICE PROVIDER'S WARRANTY OR SLA UNLESS OTHERWISE SPECIFIED. GENERAL INFORMATICS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE OR DAMAGES. GENERAL INFORMATICS LIABILITY TO CLIENT SHALL BE LIMITED TO 100% OF GENERAL INFORMATICS LAST MONTH'S PAID INVOICE AMOUNT. CLOUD AND TOTALCARE TERMS ARE AVAILABLE AND SHOULD BE READ AT [HTTP://WWW.GENINF.COM/CLOUDTERMS](http://www.geninf.com/cloudterms)

CLIENT ACKNOWLEDGES THAT GENERAL INFORMATICS HAVE NOT MADE ANY REPRESENTATIONS REGARDING WARRANTY OR PERFORMANCE OR CAPABILITY OTHER THAN STATED ABOVE. THE TERMS OF THIS PROPOSAL AND ATTACHED TERMS ARE ACCEPTABLE TO CLIENT.

BY SIGNING OR ELECTRONICALLY ACCEPTING THE ABOVE PROPOSAL, CLIENT AGREES THE PROPOSAL BECOMES A PURCHASE ORDER.



Proposal AAAQ20511

Confidential

**Contract**  
**SERVICE AGREEMENT**

This Agreement made this day of May 31, 2022 by and between

**City of Covington**  
**("Client")**  
**317 N. Jefferson Avenue**  
**Covington, LA 70434**

and

**General Informatics, LLC**  
**("Contractor")**  
One Smart Way  
Baton Rouge, LA 70810

The Client and the Contractor hereby agree as set forth herein below.

**ARTICLE 1 - DEFINITIONS**

The term "Services" and "Agreement" as used in this Agreement shall mean the performance of professional services that include but are not limited to Computer systems hosting and maintenance, system analysis, software development, personnel training, documentation writing and general business consulting.

The term "Server Hardware" as used in this Agreement shall mean the equipment as agreed to upon in Exhibit C that includes specific hardware whether listed separately or not.

The term "Server Applications" as used in this Agreement shall mean the self-contained executable pieces of software that are executed in Server's memory space. This is exclusive of executable software that executes on Desktop machine and uses server's NOS for file serving purposes only. A complete list of Server Applications covered under this Agreement is provided in Exhibit D and includes specific applications running on the server.

The term "Network Devices" as used in this Agreement shall mean the Gateway, Switches, Routers, Hubs and Fiber modules necessary for network communications for the Client's LAN/WAN. A complete list of Network Components covered under this Agreement is provided in Exhibit E. Network Components does not include any installed cabling (Category 5/e/6 or fiber) or the respective patch panels/cables.

The term "The System" as used in this Agreement shall mean Server Hardware, Server Applications, and Network Components as defined collectively above (Under Exhibit C, D, E),

The term "LOB" as used in this Agreement means Line-Of-Business application; specialized software typically focused towards running the core business and not covered under the agreement.

The term "Monitoring" as used in this Agreement shall mean looking at availability, various parameters and performance monitors that may include one or a combination of system logs, application logs, syslogs, wmi, snmp, etc. remotely. Then using the information to inform or may not inform the client, of an existing or impending issue as deemed suitable by the Engineer. It does not mean or include taking any corrective action what so ever to remedy that condition.

The term "Maintenance" as used in this Agreement shall mean identifying and correcting problems in Windows operating system use and providing alternative solutions where necessary provided underlying hardware vendor still support the hardware, which should be under maintenance contract with the hardware vendor. Such alternate solutions could involve pay-per-incident support from Lob or OS vendors such as Microsoft, payable by client.

The term "Management" as used in this Agreement shall mean that the vendor will identify, coordinate, allocate resources and collaborate with other resources of people, organization and systems as deemed fit by vendor, in effort to produce desired results for the client, based on best effort. In circumstances that such bringing together of resources would incur expenses, outside those payable directly to the Contractor, these would be payable by the client.

The term "Infrastructure services" as used in this Agreement shall refer to services that provide access to files and network printers, access to internet, availability of email services and ability to run a Desktop machine to utilize these services. An "Extended" downtime for the services is defined as services being down for 48 hours consecutively.

The term "Pro-Active work" as used in this Agreement shall refer to the work performed towards keeping the infrastructure services up and running.



The term "On-Demand work" as used in this Agreement shall refer to all other work not qualified as Pro-Active work. The term "Response time" as used in this Agreement shall mean time to register, acknowledge and schedule a repair. The term "Resolution" as used in this Agreement shall mean coming to a conclusion that may either solve a problem, defer it to a third party, defer it to a status of being researched or waiting for parts or waiting for the Client to provide additional information or make recommendation to revise the underlying conditions and context that may result in the obliteration of the problem at hand.

The terms "Operational" and "Failure": Operational is defined as working normally or degraded mode and available to Client for use. A failure occurs when any critical function of the server is not performing adequately to allow Client to continue core business operations. It is assumed that Client is losing money when the listed servers have one or more failures. Failures under this Service Agreement do not include hardware problems, including but not limited to problems with the motherboard, processor, drives, network cards, fans, and power supplies.

The term "Disaster Recovery" as used in this Agreement shall mean restoring the system back to the point provided by the last good and available backup. Such a system failure would be characterized by shutdown of server services as a consequence of Server hardware failure, Virus strike, and Patching or Network Components failure. The failure could be caused by chance, accident, power failure, natural disaster, sabotage or a Virus strike. Exception to such scenario would be failure due to the result of tampering of the system by Client's employees or third party vendors, allowed by Client to work on 'the system', without written permission of the contractor and other qualifications as laid out in Exhibit F.

## **ARTICLE 2 - RELATIONSHIP OF PARTICIPANTS**

**2.1 Client and Contractor** The Contractor shall provide the services required to be performed under this Agreement by the Client. The Client and the Contractor shall perform as stated in this Agreement in respect to the Agreement, and the Client and the Contractor each accepts the relationship of trust and confidence between them, which is established herein.

**2.2 Standard of Care** The Contractor covenants with the Client to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good computer systems maintenance, in accordance with applicable federal, state and local laws and regulations in effect on the date of this Agreement and in cooperation with, and in reliance upon, the work and services to be performed by the Client's in-house IT personnel in connection with the Agreement when available. The Contractor agrees to furnish efficient professional services pursuant to the terms of this Agreement and to use its best efforts at all times in a timely and economical manner consistent with the interests of the Client. Specifically the process of providing the services is detailed in Exhibit I

**2.3 Relationship of Contractor to Other Participants** In providing the services required to be provided under this Agreement by the Contractor, the Contractor shall endeavor to maintain a professional relationship with the Client's in-house personnel. However in order for this Agreement to be effective, Contractor must be the sole provider of technical services to Client. If technical support services are provided by any other parties, including Client's personnel, the SLA portion of this Agreement will be invalidated, unless agreed upon by both parties. Additionally, the third party will have to use the same standards of care including at the minimum a two factor authentication access system provided by the Contractor for a nominal additional fee.

## **ARTICLE 3 - SERVICES OF CONTRACTOR**

**3.1 Basic Services** The Contractor shall perform the applicable subset of Services described in Exhibit A. attached to and made a part of this Agreement in conjunction with the signed order ("Basic Services").

**3.2 Compliance** The Contractor shall store the entire Client's data in a SAS 70 compliant facility. The access to data would be performed under applicable HIPAA guidelines by qualified personnel at all times. Active Directory services will be used to identify and allow access to system data by authorized users only.

**3.3 Services Not Covered / Additional Services** Certain services will not be performed implicitly as a part of this agreement. The list of such services is described in Exhibit B attached to and made a part of this Agreement.

However, at the request of the Client or in exceptional circumstances where such services become necessary to keep the system running, after getting permission from the Client, the Contractor can perform these services as Additional Services under this Agreement and shall be compensated for such Additional Services. The Contractor shall perform Additional Services on a regular basis only after the Client agrees to such a change through a written notice.

#### **ARTICLE 4 - COMPENSATION AND PAYMENT OF CONTRACTOR**

**4.1 Compensation for Basic Services** The Client shall pay the Contractor Compensation for Basic Services in accordance with the terms and conditions of this Agreement as follows:

Compensation for Basic Services shall be a fee as listed in the approved Purchase Order and to be paid as per the schedule as opted by the client in the billing form, both considered a part of this agreement hereto. Such fee shall be revised for changes in scope or additional services as set forth herein. In case of TotalASSIST, any Help Desk/On-Demand Service time spent over and above included hours would be charged as additional services billable as time and material. The client will be allowed one Principal Consultant level consult per quarter for the duration of this contract. Any requests over and above the number of the allowed consultations will be billed as additional services. If individual Server Hardware, Server Software, or Network Components are added to Exhibits C, D, or E, then the Contractor's Compensation for Basic Services will be increased accordingly. The fee revision, if necessary, for the addition of an individual component shall be for an amount in accordance with rates in Exhibit F and will automatically be applied to subsequent invoice (prorated where applicable). Client will provide Contractor written notice of the removal/subtraction of any individual change to Exhibits C, D, and E at least 30 days prior to the requested start date for the change; else those will continue to be billed as per the last status. Compensation for Additional Services: The contractor shall discount all T&M Additional Services at a 10% of the current published rates and relax minimum billable time limits for additional services. The rate list of such services is attached to the agreement, as Exhibit H. When the published rate list is updated and revised, an updated copy of Exhibit H will be furnished to the Client.

**4.2 Equipment** In consideration of the sale and installation of the Equipment (Hardware and/or Software/Licenses) and provision of the Equipment related Services by General Informatics hereunder, Customer shall pay to General Informatics the Total Equipment Charges upfront at the time of the order. General Informatics at its discretion may finance the purchase of the equipment and spread the payments with competitive finance charges over the length of the contract with inclusion of relevant support services.

**4.3 Taxes and Shipping** Customer shall be solely responsible for, and shall pay, in addition to all other amounts payable to General Informatics and without demand by General Informatics, all federal, state and local sales, use, excise, personal property, and other taxes, custom duties, levies, and assessments of whatever nature due to, or arising in connection with, the Software, Hardware or the sale contemplated by this Agreement, excepting only General Informatics' income taxes (collectively, the "Taxes"). If Customer pays such Taxes directly to the appropriate taxing authorities instead of to General Informatics, Customer shall submit the relevant payment certificate to General Informatics at the time the payments would otherwise be due to General Informatics hereunder. In addition, Customer shall pay all shipping and handling charges for the delivery of the Equipment to the Location.

**4.4 Reimbursable Expenses** The term "Reimbursable Expenses" as used in this Agreement shall mean those costs reasonably and necessarily incurred in the proper performance by the Contractor of Basic Services and Additional Services and identified herein below in the following clauses. Reimbursable Expenses shall be in addition to compensation for Basic Services and Additional Services and shall be at rates not higher than the cost to the Contractor, except with the prior consent of the Client. Expenses in connection with authorized purchase of materials in the event of an emergency: Expenses incurred by Contractor towards maintenance or management of hardware or software paid to third party vendors such as support from application vendors (For E.g. Microsoft Support Services, etc.). Expense receipts and documentation will be submitted to the Client in accordance with the Client's guidelines.

**4.5 Annual Adjustment of Support Charges** The Yearly Network and Systems Support Charges, and Yearly Equipment Support Charges, are hereinafter referred to collectively as the "Support Charges." Commencing with the first day of the end of the Contract, the Support Charges provided for herein shall be increased by an amount



determined by General Informatics but in no event to exceed an amount equal to the Index Change, plus 5% per annum. The index is the Consumer Price Index (all urban consumers – all items; base 1982-1984=100) published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The "Index Change" is a fraction, the denominator of which is the Index in effect on the Effective Date (the "Base Index"), and the numerator of which is the Index published most immediately preceding the first day of the Contract Year in question ("Extension Index"). In no event shall the Support Charges be reduced. If the Index is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. General Informatics shall notify Customer of any increase in Support Charges at the beginning of each Contract Year. In the event Customer does not agree to pay the increased Support Charges, Customer shall have the right to terminate support Services hereunder by written notice to General Informatics.

**4.6 Applications for Payment** Contractor shall be automatically paid by a check on a quarterly basis or ACH on a monthly basis in advance for Basic Services and will submit applications for payment to Client for any Additional Services performed during such period on a monthly basis and for Reimbursable Expenses incurred during such month, all on a form and containing such detail as may reasonably be requested by Client. If the payment is not received within 20 days of the invoiced date, a billing charge at the rate of 18% per annum will be applied towards the balance with temporary suspension of all Service Agreement warranties (not services), until it has been paid in full to General Informatics. The billing charge is neither a penalty for late payment nor a finance charge for forbearance of money or extension of credit. The Parties agree that the cost of processing overdue accounts is extremely difficult or impossible to determine, and agree that the billing charge constitutes a reasonable estimate of the costs and damages to General Informatics for the collection of overdue accounts without litigation. Payment and receipt of this billing amount is not to be construed as an agreement that payment may be deferred or a waiver of any payment default. In addition to the right to collect a billing fee, Contractor shall have the right to discontinue support Services if any payment is not paid within 30 days after the same is due. In case of Contractor providing TotalCARE™+Cloud services all equipment owned by the contractor will not be supported and Client may forfeit the use of the equipment. Contractor at its sole discretion after providing a written notice will delete the entire Client's data from its Cloud servers.

**4.7 Payments** Provided that the Contractor submits an application for payment hereunder reasonably in accordance with this Agreement and Client shall pay all amounts applied for in such application within twenty days after the receipt by the Client of such application. Applications for payment submitted hereunder by the Contractor are subject to the review and approval of the Client. If the Client should dispute within fifteen days any amount included in any application for payment submitted hereunder by the Contractor, the Client shall pay, in accordance with the terms of this Agreement, any amounts included in such application and not disputed. Interest shall accrue hereunder to the Contractor at the legal rate if and to the extent that amounts included in an application for payment properly submitted hereunder by the Contractor remain unpaid by the Client for more than thirty days after the receipt by the Client of such application, provided however that, if the Client should dispute any amount included in any such application, no such interest shall accrue hereunder to the Contractor in respect to the disputed amount until the dispute shall be settled.

**4.8 Withholding of Payments** No deductions shall be made from any amounts payable hereunder to the Contractor on account of any penalty, liquidated damages, retainage or other sums claimed or withheld by Client from payments to the Contractor, provided however that the Client shall be entitled to withhold amounts payable hereunder to the Contractor to the extent that such amounts are the subject of a bona fide dispute between the Client and the Contractor.

## **ARTICLE 5 - CHANGES IN BASIC SERVICES AND ADDITIONAL COMPENSATION**

**5.1 Client Changes** The Client in consultation with the contractor, without invalidating this Agreement, may in writing make changes in the Basic Services required to be performed under this Agreement by the Contractor. The

Contractor shall, promptly and within fifteen days after becoming aware of any actions by the Client that would increase or decrease the compensation payable hereunder to the Contractor or extend the duration of the Basic Services required to be performed under this Agreement by the Contractor, notify the Client of such actions. Any changes that will decrease the total compensation will be limited to a maximum decrease up to 10% in basic compensation per quarter.

**5.2 Additional Compensation and Extension of Duration** The Contractor shall be entitled to receive additional compensation when the scope or duration of Basic Services is temporarily increased or extended through no fault of the Contractor. If the scope of Basic Services is increased or the duration of Basic Services is extended, the Contractor shall be entitled to receive additional compensation. The additional compensation shall be given by the Client to the Contractor promptly and in any event within thirty days after the occurrence of any event giving rise to such request. The amount of any additional compensation to be paid to the Contractor shall be equitably determined on a basis consistent with the provisions of Exhibit G and H.

**5.3 Changes in Basic Services** Changes in the terms of nature of Basic Services required to be performed under this Agreement by the Contractor and the entitlement of the Contractor to any additional compensation shall be made by a written amendment to this Agreement executed by the Client and the Contractor. Such amendment shall not be required if the nature of the services remains the same and only the size of system in terms of number of devices or users changes. In such a case the number of units under management would automatically increase and basic contract would go up in proportion. The Client would be billed for these devices in the next billing cycle. Contractor's management information system would be deemed as an acceptable source for keeping track of such numbers.

#### **5.4 Training**

**5.41** General Informatics shall provide one time initial training on-site at Customer's Location in the Use of the TotalCARE™ system. The cost of initial training (excluding Expenses for which Client is responsible) is included in the TotalCARE™ package as set forth on proposal/order hereto. If Client has purchased Equipment from General Informatics, then initial training will include basic operations of the Equipment, including starting and stopping the server, and network and backup operations. Any initial training must be used by Client within ninety days after installation of the monitoring software, or General Informatics shall no longer be obligated to provide the same.

**5.42** Initial training SPECIFICALLY DOES NOT INCLUDE: (a) use of other commercial software such as, MS-Office or third party accounting software, (b) use of Windows, and (c) the use of web software. However General Informatics at its own discretion will provide automated web based training modules for such training.

**5.43** Additional Training: Client may request training in addition to the included on-site training. General Informatics shall provide the same at a time mutually agreeable to the parties, and Client shall pay for any such additional training at General Informatics' then current per-diem rates for on-site services plus any expenses.

**5.5 Payment of Additional Compensation** The Contractor shall submit applications for payment for any additional compensation to the Client for Additional Services, and payments on account of additional compensation owed by the Client to the Contractor shall be made pursuant to the provisions of Exhibit G and F.

### **ARTICLE 6 - THE CLIENT**

**6.1 Responsibilities of the Client** The following is a list of Client responsibilities that are necessary for proper execution of the duties of the Contractor to be provided under this agreement.

**6.1.1** In conjunction with the professional recommendations of the Contractor to achieve a desired result expected by the Client, Client shall provide/purchase any replacements or upgrades to existing equipment or software. Failure to do so will absolve the Contractor from any such obligation to achieve the desired result.

**6.1.2** Client agrees that the lists included in Exhibits C, D, and E are the complete lists of hardware and software included in this agreement at the time of commencement of this contract. Client also agrees not to add new software and hardware on its own, without written consent of the Contractor to be amended to the Exhibits of this agreement.



Any such changes may result in a revision in the terms of this contract as mutually agreed in writing by both the parties.

**6.1.3** Client shall restrict physical and logical access to any On-Site equipment including Server Hardware, Server Applications and Network Components to Contractor's qualified technicians only. Any intrusion or tampering or negligent handling of the system by Client employees/ other vendors shall relieve the Contractor of any responsibility for loss of data or functionality and system downtime.

**6.1.4** Client acknowledges that the uptime for Server Hardware or Network Components as described in the Warranties section of this agreement will be directly affected by the availability of spare parts either provided by the Client as recommended by the Contractor or available from the respective vendors of those parts.

**6.1.5** Client agrees to allow the Contractor to set up and maintain a Remote Administration/VPN connection to the system through the Internet, and a dial up connection for access to the system with administrative privileges to utilize appropriate system management tools for fulfillment of the requirements of this agreement.

**6.1.6** Client shall be solely responsible for performing any additional backups of the historic data beyond a 30 day restore window to be maintained by contractor.

**6.1.7** Client shall be solely responsible for performing regular backups or data recovery of the Client workstations.

**6.1.8** Client and client alone shall be responsible for complying with Software Licensing and copyright laws on the desktops and laptops. As a policy General Informatics very strongly supports and encourages its client to use genuine and licensed software only.

**6.1.9** Client shall be solely responsible for security of and for maintaining and tracking the inventory of all Clients' computer hardware and software. Contractor shall follow procedures to check-out/check-in any hardware or software from the Client's authorized personnel if such procedures exist and are provided in writing.

**6.1.10** Client shall notify the Contractor sufficiently in advance for any major changes to the system and appropriately plan and consent for any downtime warranted by such a change.

**6.1.11** Client shall be solely responsible for maintaining and troubleshooting any other hardware or software in the system, not covered under Exhibit C, D, and E.

**6.1.12** Client shall be responsible for internet connectivity, vpn, network cabling and terminations, environmental control, and electrical service to the system. Any loss of functionality or system failure due to cabling issues, environmental control, and electrical service would not be covered under Agreement performance yardsticks and TotalCare disaster recovery services.

**6.1.13** Client shall provide an adequate workspace, parking, and telephone use for Contractor personnel while performing services on site in fulfillment of this agreement.

**6.1.14** Client will not employ or contract with Contractor's employees/sub-contractors to perform any of the functions listed in this contract, currently performed by the Contractor, for at least one year after the termination of this contract.

**6.1.15** Client shall consult with the Contractor before purchasing, attaching or connecting any equipment that will be added to the network under management, examples of such equipment are Printers, copiers, Scanners, MFC, security devices, Telephone equipment etc. Failure to do so shall relieve the Contractor of any responsibility for loss of functionality and may incur extra charges to bring the network back to level of operation.

## **ARTICLE 7 – WARRANTY**

**7.1 Limited Warranty** Subject to the terms that the Client is in compliance with this Agreement, General Informatics warrants that every effort will be made to keep the Network Components, Server Hardware, and Server Applications fully operational during normal office working time for the entire duration of this agreement; barring any failures that would require equipment replacement or caused by failure in service by Clients' partner vendors/in house staff. The RESPONSE time will be guided by the level of respective Response Goal paired to the items in Exhibit A. A

combination of Severity, Impact, Priority and a target percentage level can be used to measure performance. The resolution or remediation time would be strictly based upon best-effort and availability of resources and not be guaranteed by any other indices. Contractor further warrants that in the event of a complete system failure that could severely effect Client's business operational effectiveness, Client will be given priority over other clients (first-come-first serve in case of a tie) and/or projects to ensure a timely return to normal operating conditions. General Informatics does not warrant that the services will be error-free or the system will operate without interruption. General Informatics does not warrant that the services will meet Client's requirements. Provided Client is in full compliance with its obligations under this Agreement, and excluding the Equipment, General Informatics warrants that it will promptly remedy any issue that would affect operations.

**7.2 Disclaimer of All Equipment and Third Party Software Warranties** CLIENT ACKNOWLEDGES THAT GENERAL INFORMATICS DOES NOT MANUFACTURE HARDWARE OR SOFTWARE AND DOES NOT WARRANT ITS DESIGN OR WORKMANSHIP. TO THE EXTENT ASSIGNABLE, GENERAL INFORMATICS HEREBY ASSIGNS TO CLIENT ALL WARRANTIES, IF ANY, ISSUED TO GENERAL INFORMATICS BY THE MANUFACTURER OF THE HARDWARE. GENERAL INFORMATICS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY SOFTWARE. CONSEQUENTLY GENERAL INFORMATICS DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR LOSS OF DATA, AND VERY STRONGLY RECOMMENDS CLIENT BUYING DATA INSURANCE THROUGH THEIR INSURANCE COMPANY.

**7.3 Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 7, GENERAL INFORMATICS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE HARDWARE AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE "WARRANTY AGAINST REDHIBITORY DEFECTS".

**7.4 No Other Warranty** No employee, agent, representative or independent contractor of General Informatics has any authority to bind General Informatics to any affirmation, representation, or warranty concerning the Equipment, software or Services agreed to under this Agreement other than those set forth herein. CLIENT ACKNOWLEDGES THAT GENERAL INFORMATICS HAVE MADE ANY REPRESENTATIONS REGARDING WARRANTY OR PERFORMANCE OR CAPABILITY OTHER THAN STATED IN THIS SECTION 7.

## **ARTICLE 8 – LIMITED LIABILITY**

**8.1 Limit of Liability** GENERAL INFORMATICS LIABILITY TO CLIENT UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO 30% OF THE AMOUNT THEN HAVING BEEN ACTUALLY PAID TO GENERAL INFORMATICS HEREUNDER FOR SUPPORT SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE BREACH. GENERAL INFORMATICS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL APPLICABLE EXPENDITURES BY CLIENT BEING AGGREGATED TO DETERMINE THAT LIMIT, AND CLIENT HEREBY RELEASES GENERAL INFORMATICS FROM ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY SERVICES PROVIDED BY GENERAL INFORMATICS HEREIN IN EXCESS OF THE LIMITATION PROVIDED IN THIS SECTION 8. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION 8 ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH THE SERVICES AND THAT, WERE GENERAL INFORMATICS TO ASSUME ANY FURTHER LIABILITY, SUCH FEES WOULD OF NECESSITY BEEN SUBSTANTIALLY HIGHER.

**8.2 No Liability for Consequential Damages** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, INCURRED BY THE OTHER PARTY, ARISING OUT OF, OR IN CONNECTION WITH, EQUIPMENT, SERVICES, ADDITIONAL SUPPORT SERVICES, OR THIS AGREEMENT, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO, OR COULD HAVE REASONABLY BEEN FORESEEN BY, SAID PARTY.

**8.3 Time Limit on Claims** NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

## **ARTICLE 9 - INDEMNITY**



**9.1 Indemnity**

**9.1.1** The Client and Contractor mutually agrees to indemnify and hold harmless each other and their employees, agents and representatives from and against any and all claims, demands, suits and damages that arise out of or result from the negligent or wrongful acts or omissions of the Client and/or any party for whose negligent or wrongful acts or omissions the Client or Contractor may be responsible, including without limitation any party retained by, through or under the Client or Contractor respectively.

**9.1.2** Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, and government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, hurricanes or other natural disasters.

**ARTICLE 10 – TERM AND TERMINATION**

**10.1 Effective Date and Term** This Agreement shall be effective commencing upon the Effective Date for a minimum duration of (3) years and shall continue in effect thereafter for successive (2) two Contract Years, unless earlier terminated as provided in this Agreement. For purposes of this Agreement, the term "Commencement Date" means the first day of the next month following the date on which the monitoring software has been installed at the Location, and the term "Contract Year" means each successive twelve-month period during the term of this Agreement, commencing on the Commencement Date.

**10.2 Transfer of Title to Equipment** Title to any leased Equipment shall transfer to Client on the date Contractor receives final payment of the total purchase price for the Equipment as set forth in proposal/order of the lease Agreement. Until such payment, Client would grant the Contractor first priority security interest in the Equipment as security for Client's performance under this Agreement. Client agrees to execute and deliver to Contractor such financing statements and other security documents as may be reasonably requested by Contractor to protect its security interests. Client shall pay all filing fees for such financing statements.

**10.3 Elective Termination**

**10.31 Agreement** Either Party may terminate this Agreement at the end of the last Contract Year, for any reason or no reason, upon written notice to the other Party not less than ninety (90) days prior to the end of any such Contract Year.

**10.4 Default** At any time, a non-defaulting Party may, at its election, terminate this Agreement immediately upon written notice to the defaulting Party in the event of any of the following events of default:

**10.4.1** Client fails to make timely payment of all amounts due within thirty (30) days after the date on which any payment shall become due and payable;

**10.4.2** A Party materially breaches this Agreement or is in material default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days following written notice of such breach or default from the non-defaulting Party;

**10.4.3** Contractor repeatedly fails to perform its core duties; specifically, server downtime or interruption in Email services in excess of 1% annually or failure to restore data from backup.

**10.4.4** A Party becomes insolvent or adjudicated bankrupt; or any action shall be taken by a Party, or by others against a Party, under any insolvency, bankruptcy or reorganization act, and such action is not fully dismissed within sixty (60) days after the institution thereof; or if a Party makes an assignment for the benefit of creditors; or if a receiver shall be appointed for a Party.

**10.5 Rights and Obligations of Parties on Termination**

**10.5.1** In the event this Agreement is terminated within the first thirty days of signing of this agreement, the Agreement may be terminated by the Client upon a 7 days' prior written notice to the Contractor without cause. Any payments made or due till date of cancellation will be non-refundable. Additionally, TotalCARE™ subsidy and

advantage will be rendered nullified and all work performed by Contractor from the date of the commencement of this agreement to the date of termination will be treated as work performed at the General Informatics then published rates. The Client thus will be obligated and required to pay the difference for all the past services and work performed at the subsidized rate of TotalCARE™ for the period of the duration. Client is deemed to understand that a substantial effort is made by the contractor in the initial phase to bring the Client system up to good IT standards and that there are pro-active-maintenance service pieces of work performed under TotalCARE™ on a daily basis which may not have been explicitly ordered by Client. All such work is deemed to be approved by Client by signing in to TotalCARE™ program. The Client will be charged for all such work at General Informatics published rates. The documentation used for tracking service tickets and/or invoicing by Contractor would form a sufficient basis for calculating the compensation due towards the Contractor.

**10.5.2** After thirty days of signing of this agreement, if the Agreement is terminated by Client, within fifteen (15) days following the date of termination of this Agreement, Client shall return all hardware and appliance to the Contractor and make a final payment to General Informatics in an amount equal to fifty percent (50%) of the remaining fee for the remaining term of the contract. For e.g. For a three year contract if a client cancels the contract after 10 months and the monthly basic service fee is \$1,000/month, the final payment would be equivalent to 50% of \$1,000 x 26 months = \$13,000. All software and licenses will be transferred to the Client who will pay the MSRP of the software and licenses to contractor.

**10.5.3** Once the final payment is made to the Contractor, within ten (10) days, Client, at its own cost and risk, shall provide data transfer device or remote system access to the contractor and allow supervised un-installation of various software agents and programs, including anti-virus, anti-spyware, login scripts, group policies etc. installed by Contractor. Contractor would be obligated to copy all of the Client data and provide databases in CSV format. No Operating system, AD database or Image of the server will be provided by the Contractor. Time spent in data transfer, un-installation and removal of contractor software and hardware will be billed by Contractor at the General Informatics published rates.

**10.5.4** The rights of either Party to terminate this Agreement shall not be exclusive of any other remedies given either Party by this Agreement or by law. All rights of each Party regarding defaults of the other Party hereunder are cumulative.

**10.4.5** Termination of this Agreement under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability of either Party to the other which may have accrued prior to termination, including without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

**10.6 Injunctive Relief** In the event that Client breaches any provisions of Section 1 of this Agreement or there is a threatened breach of said Section 1, then, in addition to any other rights and remedies which General Informatics may have, General Informatics shall be entitled to injunctive relief to enforce the restrictions contained herein without the requirement of posting a bond or other security. In the event that an actual proceeding is brought in equity to enforce the provisions of this Agreement, Client acknowledges that actual damages will be difficult to ascertain and, in any event, will be inadequate to protect General Informatics from such breach. Accordingly, Client shall not urge as a defense that there is an adequate remedy at law nor shall General Informatics be prevented from seeking any other remedies, which may be available.

**10.7 Force Majeure** Neither party shall be liable for its failure to perform its obligations under this Agreement because of acts of God, nature, or a federal, state or local government agency, war, civil disturbance, labor disputes or shortages, and any other cause beyond said party's control; provided, however, that the provisions of this Section 10.7 shall not apply to Client's obligations to accept delivery of the Software and Equipment or a party's obligation to make any payment due to the other party after performance by such party.

## **ARTICLE 11 - ADDITIONAL PROVISIONS**



**11.1 Confidentiality** Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to employees requiring such information, and not to release or disclose it to any other party.

**11.2 Nonsolicitation** Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, Client shall not solicit, entice, encourage or induce (hereinafter collectively "solicit") any person who at any time during the term of this Agreement shall have been an employee, staff, temporary personnel or technical personnel of General Informatics or any independent contractor for General Informatics to cease being an employee, staff, temporary personnel, technical personnel or independent contractor of General Informatics and to become employed by or associated with any person, firm or corporation other than General Informatics, and Client shall not approach any such person for such purpose or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any person, firm or corporation in taking such action.

**11.3 Authority** Each Party represents and warrants that the execution, delivery and compliance with the terms of this Agreement by such Party and consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other action and the agreements contained herein constitute valid and legally binding obligations and are enforceable in accordance with their terms, except to the extent that the enforceability thereof may be affected by the bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by general principles of equity.

**11.4 No Conflicting Agreements** Each Party represents and warrants that the execution and delivery of this Agreement by such Party does not, and compliance by it with the terms hereof and consummation by it of the transactions contemplated hereby will not (a) violate any existing term or provision of any law, regulation, statute, ordinance, rule, order, writ, judgment, injunction or decree; (b) conflict with or result in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which it is a party or by which it or any of its assets or properties is bound or subject; or (c) give to others any right of termination, cancellation, acceleration or modification in or with respect to any agreement or instrument to which it is a party or by which its assets or properties may be bound, and as to which will adversely affect its ability to consummate the transactions contemplated hereby.

**11.5 Similar Work** Contractor reserves the right to contract with other parties for work similar to that being performed under this Agreement.

**11.6 Title Rights** Contractor shall retain an exclusive right on all processes, scripts or programming code used to build any scripts, executable (or DLLs) for the purpose of system maintenance, enhancement, operational process improvement or any other purpose.

**11.7 Extent of Agreement** This Agreement and the incorporated exhibits and schedules hereto represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, between the Client and the Contractor. This Agreement may be amended only by written instrument signed by both the Client and the Contractor. Nothing contained in this Agreement is intended to benefit any third party.

**11.8 Severability** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

**11.9 Legal Fees** In any arbitration or civil action between General Informatics and Client arising from or in connection with this Agreement, or its breach, the prevailing Party in such action shall be entitled, in addition to damages and injunctive or other relief, to its costs and expenses incurred pursuant to this Agreement, including reasonable attorneys' fees.

**11.10 Governing Law: Arbitration.** This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana applicable to agreements made and to be performed entirely within such State, without

regard to the conflicts of law principles of such State, and federal laws governing copyright, patent and trademark. The parties hereby irrevocably and unconditionally agree that, at General Informatics' sole election, any dispute between them arising out of or relating in any way to this Agreement or the transactions arising hereunder or contemplated hereby shall be settled by binding arbitration in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the American Arbitration Association, to the extent those rules are consistent with the provisions of this paragraph. Arbitration hereunder shall be held in Baton Rouge, Louisiana, or such other place as the Parties may agree. The substantive and procedural law of the State of Louisiana shall apply to the arbitration proceedings. Equitable remedies shall be available in any arbitration; provided, however, that the institution of arbitration proceedings shall not prevent either Party from seeking injunctive relief in a court of competent jurisdiction. The substantially prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs, unless the arbitration award specifies otherwise. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement thereof, as the law of such jurisdiction may require or allow. With the exception of suits seeking injunctive relief or disputes as to which General Informatics exercises its election not to arbitrate, General Informatics and Client are prohibited from filing any action in law or equity with respect to the dispute before an arbitration award is made.

**11.11 Notices** All notices, modifications to the stipulations of this agreement or other communications required or permitted by this Agreement to be given to the Client or the Contractor shall be deemed to have been given when made in writing and hand delivered or emailed or deposited in the United States mail, first class, postage prepaid, addressed as follows:

to the Client:  
**City of Covington**  
**317 N. Jefferson Avenue**  
**Covington, LA 70434**  
**United States**

Attention: **Stacey Sharp**

to the Contractor:  
**General Informatics, LLC**  
**One Smart Way**  
**Baton Rouge, LA 70810**  
  
Attention: **Donald Monistere**

This Agreement is executed as of the day, month and year first above written.



### **Exhibit A – Services to be performed under TotalCARE™ Cloud Program**

- Microsoft Exchange based Email services for Outlook 2010/2013/2016, Outlook Web Access and Mobile devices such as iPhone and Windows Mobile
- 24x7 Availability Monitoring & Alerting of Server on critical issues such as: Availability, Application, CPU, Memory, Paging File, Disk, MS Exchange, Backup and Critical Events in event logs.
- Daily incremental Backup of data and retention for up to 30 days. Additional archiving available on a T&M basis.
- Drive Space Monitoring – notification if space gets less than 10%, Daily Back-up & Anti-Virus checks
- Troubleshooting of Server OS issues
- User and Computer Administration – Adding, deleting, disabling of users and computer accounts on the server. Password setup and changes, policies and lock out management. Permission and File system access management.
- Email Mailbox management – creating email addresses, managing distribution list etc.
- Security Patch Management – monitor and installation of security patches @ critical level and white listed on a regular basis for MS Windows.
- Antivirus installation and definition updates on a daily basis and prevention and restoration in event of an epidemic.
- Service pack updates – All Microsoft OS and Application level Service pack updates and installations for Windows, MS Exchange and MS SQL.
- Complete Network maintenance including all switches (firewalls or vpn on a T&M basis )
- Domain management, e.g. www.xyz.com – renewals and registrations and DNS management.
- Annual scheduled UPS Tests
- Vendor Management – Helping Client, alerting, raising tickets and recommendations.
- Access to General Informatics Help-Desk Portal to track, service requests, invoices, and user administration. Wellness Visits every 6 months by Account Manager.
- Maintain current documentation of network, applications and overall setup with equipment configurations.
- Virtual CIO for strategic consultations, budgeting, and annual technology Plan

### **SLA:**

**Exchange Uptime:** Microsoft Exchange services are warranted for a 99.9% uptime warranty. A separate SLA is attached for the same as Exhibit K.

**Helpdesk & Support Availability:** Office Hours – 8am to 5pm weekdays. After Office hours Emergency Support available on a T&M basis.

**Response Goals:** Respond within 1 hour 95% of the time, Resolution plan within 8 hours 90% of the time, Resolved within 72 hours 90% of the time.

\*Resolution may be delayed if Customer fails to carry out any of its obligations, causes delays due to lack of response or no known solutions are available and the issue requires research. \*\*SLA goals metrics applicable after first 180 days of service 'stabilization days'

### **DESKTOP support services to be performed by Contractor**

- Anti-Virus Software and Spyware Removal software provided by General Informatics (Client must enable content filtering on edge devices)
- Daily update of virus signatures and deployment. Basic Spyware Removal and daily Temp. File Deletion & PC Cleaning for online PCs
- Operating System Security Patch deployment & management
- Desktop Monitoring for Hard drive SMART predictive failure, space monitoring and critical events
- Remote Telephone based Helpdesk support and Basic remote troubleshooting. On site remediation on T&M basis.

**Exhibit B - Additional Available Services Not Covered Under TotalCARE™ billed separately as T&M**

Any On-Demand work performed after normal business hours.

Setup of new equipment -computers, servers, and installation of new software programs.

Services performed to help integrate new data connections (T1, cable etc), phone connections, new networking equipment or services.

Parts, equipment, or assistance with LOB software not covered by vendor/manufacture warranty or support.

The cost of any Software, Licensing, or Software Renewal, parts, equipment, or shipping charges of any kind.

The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.

The cost to bring Client's environment up to minimum standards required for Services, initially.

Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

Service and repair made necessary by the alteration or modification of equipment/network or introduction of other devices in network, such as copiers, pbx, security cameras etc. that are not authorized by Contractor, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Contractor.

Maintenance of Applications software packages, configuration of user settings whether acquired from Contractor or any other source unless as specified in Exhibit D.

Programming (modification or creation of software code) and program (software) maintenance unless specified in a separate addendum.

Training Services of any kind or Services performed at remote locations (including residence) other than official addresses on file.

**Exhibit C – Cloud based virtual Server provided under this agreement:**

Please refer to the signed order for listing and details.

**Exhibit D - Applications supported under this agreement:**

<b>Windows 2008/2012/2016 NOS with following services</b>		<b>MS Exchange Server</b>	<b>MS Internet Information Server</b>
File Server	License Logging Service	Single Site Configurations	FTP Publishing Service
Print Server	DHCP Server	SMTP Connectors	IIS Admin Service
Simple TCP/IP	Browser Services	Information Store	Internet Support
Services	Distributed Transaction	MTA Stacks	ODBC Support
Certificate Services	Controller	Routing Engine	Intranet
COM+ Event System	Directory Replicator	System Attendant	
Disk Management	Task Scheduling		<b>Anti-Virus Suite</b>
Service	Print Spooler		
Distributed File	Protected Storage		
System	Remote Access Connection		
Distributed Link	Manager		
Tracking Client	PERC Services		
Distributed Link	PPTP		
Tracking Server	Routing Services		
Distributed	UPS Service		
Transaction			
Coordinator			

DNS Server  
 File Replication  
 Service  
 IPSEC Policy Agent  
 Kerberos Key  
 Distribution Center

Please refer to any additional applications approved and initialed under the software inventory list as developed during the system Assessment.

#### **Exhibit E - Network devices supported under this agreement:**

Please refer to the approved and initialed devices in the asset inventory list as developed during the system Assessment or maintained in the Contractor database system under configuration.

#### **EXHIBIT F - Disaster Recovery Guarantee**

General Informatics guarantees in the event of a hardware failure, an OS security exploitation, or a server-side virus infection Client will not be billed for the labor required to restore the server to the point provided by the last good and available backup Furthermore, the Client reserves the right to request that the disaster recovery service be delivered during business hours, nights, and/or weekends. General Informatics will attempt to the best of its available resources to meet the Client's scheduling requests. The time required to perform the recovery could depend upon a number of factors and thus cannot be guaranteed.

**Hardware Failure** –warranty coverage from hardware vendor. For example: Dell will get system back to a C: prompt, General Informatics will take the rest of the way at no cost.

**OS Security Exploitation** – If the OS goes down due to vulnerability exploit, General Informatics will bring it back up – at no cost.

**Virus Infection** – If the server is exploited by a virus and goes down – General Informatics will bring it back up, at no cost.

#### **Disaster Recovery Qualifications**

In order to qualify for TotalCARE™ Disaster Recovery Coverage, Any Client provided hardware must comply with the following requirements:

Server hardware is under current warranty coverage from Dell, HP, or IBM or a third party
Server operating system is Windows Server 2008 or newer
Client network is protected by a hardware-based firewall with content filtering from Cisco, SonicWALL, Checkpoint, or and is running the latest firmware or Microsoft ISA/TMG.
Server file-system and email-system (if applicable) is protected by licensed and up-to-date virus protection software from McAfee/ TrendMicro./ Symantec/ General Informatics
Server is connected to a working and tested UPS
<b>Server is ONLY administered by General Informatics personnel</b>
Recovery coverage assumes data integrity on the client's backup media. General Informatics does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage General Informatics will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, General Informatics will bill this portion at its standard Time and Materials rates if possible.
Client provides all Software installation media and key codes in the event of a failure



### Disaster Recovery Service Exclusions

General Informatics reserves the right to bill for labor incurred during a server recovery if circumstances surrounding the Client's server failure meet the following codifications in whole or in part:

- Client fails to adhere to all of the requirements outlined in the above "Qualifications" section
- Environmental failure events that render hardware unusable
- Force Majeure events beyond General Informatics reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, and national emergency.
- Client overriding contractor's professional recommendations and acting or instructing Contractor to act otherwise as deemed fit by the Client.
- Any act or omission on the part of any third party other than General Informatics.

**Exhibit G - Compensation for Basic Services** (Totals depends on devices/users under management. Initial total fee detailed in Agreement Order separately)

TotalCARE™ Agreement	Options covered under	Rate
Hosted Physical/ Virtual Server (Includes Clustered hardware, Software , Backup and Management)		\$599
Server 365™		\$599
Firewall Hosted (Hardware, Firmware and Management)		\$299
Desktop/Laptop Support - Proactive protection and alerting		\$74
Thin Client Support		\$20
Hosted Exchange Mailbox		\$12
Terminal Server User Account with Customer Applications		\$99
MS Office Standard SPLA users additional fee		\$12
Backup (per GB)		\$00.25

### Exhibit H - General Informatics Rate list (2011)

Work Role	Rate	TotalCARE™ Rate (@ 10% discount)
Engineer I	\$95	\$85.5
Senior Engineer	\$125	\$112.5
Project Manager	\$150	\$135
Principal Consultant	\$275	\$247.5
Clerical	\$45	\$41.5

Work Type	Billed Separately Under TotalCARE™	Multiplier	Minimum Time	TotalCARE™ Minimum Time
TotalCARE proactive work per issue	No		n/a	15 min
Travel	Yes	0.5	30 min	15 min

TotalCARE phone/email user support	No (Billed for advanced support)		30 min	15 min
T&M Work performed remotely	Yes		60 min	15 min
T&M Work performed on-site	Yes		2 hrs	60 min
After-Hours	Yes	1.5	2 hrs	60 min
Holidays	Yes	2	2 hrs	60 min

## EXHIBIT I - Service Request Escalation Procedure

Support Request is Received either through email to support@geninf.com or through a Service Ticket from Client portal – <http://totalcarehelp.com>

Trouble Ticket is Created

Issue is Identified and documented in Help Desk system – Response is sent.

Issue is qualified to determine at what level of support it can be resolved. The ticket is assigned and scheduled as per the priority flag and availability of engineer.

### **If issue can be resolved through Tier 1 Support:**

Level 1 Resolution - issue is worked to successful resolution

Quality Control –Issue is verified to be resolved to Client's satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue can be resolved through Tier 2 Support:**

Level 2 Resolution - issue is worked to successful resolution

Quality Control –Issue is verified to be resolved to Client's satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue can be resolved through Tier 3 Support:**

Level 3 Resolution - issue is worked to successful resolution

Quality Control –Issue is verified to be resolved to Client's satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue can be resolved through Onsite Support:**

Onsite Resolution - issue is worked to successful resolution

Quality Control –Issue is verified to be resolved to Client's satisfaction

Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **Exceptional handling in resolution**

If information is needed – Ticket is marked 'Waiting for Client'

An email is sent to the ticket owner requesting information.

If a response is not received within 5 days from the Client, a notice is sent to the Client to respond within 3 days

Trouble Ticket is closed, if no response from Client

### **If issue cannot be resolved through Tier 1 Support:**

Issue is escalated to Tier 2 Support

Issue is qualified to determine if it can be resolved by Tier 2 Support

Resolution Plan is created

### **If issue cannot be resolved through Tier 2 Support:**

Issue is escalated to Tier 3 Support

Issue is qualified to determine if it can be resolved through Tier 3 Support

### **If issue cannot be resolved through Tier 3 Support:**

Issue is escalated to Onsite Support

Issue is qualified to determine if it can be resolved through Onsite Support

### **If issue cannot be resolved through Onsite Support:**

I.T. Manager Decision Point – request is updated with complete details of all activity performed, request may take longer and is often referred to vendor or external specialist

### **Waiting on External entities**

If waiting on parts or other Vendor – Ticket is marked 'Waiting for parts'

An email is sent to the ticket owner about the status.

Once a ticket is complete, owner is emailed and given an opportunity to review the resolution for 24 hrs. Tickets are then marked

closed.

Owner can re-open the ticket from the Client portal.

#### **EXHIBIT J – Reporting, Feedback and Invoicing** (between the fifth and tenth of every month)

**REPORT:** An executive report (owner level one page graphical information) and a detailed report (showing various detailed data, performance measures, etc.) will be sent to the primary contact for the client via email.

**SURVEY:** A short survey would be sent every month, to client who gives the client an opportunity to provide regular feedback and voice any concern regarding quality of service

**INVOICING:** Two invoices, first for the TotalCARE™ services for the month and a T&M invoice for the T&M services for the previous month would be sent once a month. Payment is due as per the terms or before the end of the month.

#### **EXHIBIT K. - Exchange Online Service Level Agreement (SLA)**

##### 1. Standard terms applicable to all Service Levels outlined herein:

##### **Definitions**

- a. "Claim" means a claim submitted by Customer to General Informatics pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- b. "Customer" refers to the organization that has signed a volume licensing agreement ("Agreement") under which it has purchased TotalCARE Cloud Services from General Informatics.
- c. "Customer Support" means the services by which General Informatics may provide assistance to Customer to resolve issues with the Services.
- d. "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
- e. "Microsoft" and "General Informatics" means the Microsoft entity, and General Informatics entity that you signed your Agreement with.
- f. "Service" or "Services" refers to the Microsoft Exchange Online service provided to Customer pursuant to the Agreement.
- g. "Service Credit" is the percentage of the monthly service fees for the Service that is credited to Customer for a validated Claim.
- h. "Service Level" means standards General Informatics and Microsoft agree to adhere to and by which it measures the level of service it provides as specifically set forth below.

##### **Service Credit Claims**

- i. General Informatics provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting <http://www.geninf.com/cloud/tccsla>.
- j. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by General Informatics, within five business days following the Incident.
- k. To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incidents, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.



- l. In order for General Informatics to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs.
- m. General Informatics will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

### **Configuration Requirements and Acceptable Use**

- a. Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use found at <http://go.microsoft.com/fwlink/?LinkId=128855> in order to make Claims.

### **SLA Exclusions**

- a. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
  - b. Due to factors outside General Informatics' reasonable control;
  - c. That resulted from Customer's or third party hardware or software;
  - d. That resulted from actions or inactions of Customer or third parties;
  - e. Caused by Customer's use of the Service after General Informatics or Microsoft advised Customer to modify its use of the Service, if Customer did not modified its use as advised;
  - f. During scheduled downtime; or
  - g. During beta and trial Services (as determined by General Informatics).

### **Service Credits**

- a. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- b. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.
- c. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly Service fees.
- d. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by General Informatics and Microsoft in its reasonable discretion.

## **2. Service Levels**

### **Monthly Uptime Service Level**

#### **Definitions**

- a. "Downtime" is defined as any period of time when end users are unable to send or receive email with Outlook Web Access." Downtime does not include the period of time when the Service is not available as a result of:
  - (i) Scheduled Downtime or scheduled network, hardware, or Service maintenance or upgrades; or (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to General Informatics or Microsoft's network by means of Customer's passwords or equipment.
- b. "Scheduled Downtime" is defined as those times where General Informatics or Microsoft notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. Scheduled Downtime of fewer than 10 hours per calendar year is not considered Downtime for purposes of this SLA.
- c. "Monthly Uptime Percentage" for a specific Customer is calculated by taking the total number of minutes in a calendar month multiplied by the total number of licensed users minus the total number of minutes of



Downtime experienced by all users in a given calendar month, all divided by the total number of minutes in that calendar month multiplied by the total number of users. This is reflected in the following formula:

d.

$$\frac{\text{Total number of minutes in a month} \times \text{Total number of users} - \text{Total minutes of Downtime experienced by all users in that month}}{\text{Total number of minutes in a month} \times \text{Total number of users}}$$

Uptime Service Levels

Monthly Uptime Percentage	Service Credit
< 99.9%	5%
< 99%	10%
< 90%	100%

## REFERENCES

**Client Name:** Office of the District Attorney, East Baton Rouge Parish

**Client Type:** State/Local Government

**Brief Description:** The Office of the District Attorney is responsible for handling of 25,000 criminal complaints each year. The office is comprised of 155 prosecutors, investigators, and administrative staff.

**Description of Services:** IT support services, onsite and remote IT staff, programming, application support, database administration, General Informatics developed and supported case management software, VoIP Phone System Maintenance and Management

**Company Size:** 155 employees

**Technical Environment:** Windows Server, Hyper-V, Microsoft UWP, MVC, Microsoft SQL, SharePoint, SonicWall, Ruckus/Brocade, ShoreTel/Mitel

**Service Dates:** 2010 - present.

**Reference:**

Jermaine Guillory, Chief Administrator

222 St. Louis Street, Suite 550

Baton Rouge, LA 70802

Email | [Jermaine.Guillory@ebrda.org](mailto:Jermaine.Guillory@ebrda.org)

Phone | 225.389.3476

**Client Name:** 19th Judicial District Court

**Client Type:** State/Local Government

**Brief Description:** The 19<sup>th</sup> Judicial Court is one of Louisiana's 43 judicial districts and has original jurisdiction of all civil and criminal matters in East Baton Rouge Parish.

**Description of Services:** IT support services, onsite and remote IT staff, application support, database administration, General Informatics developed and supported case management software, VoIP Phone System Maintenance and Management

**Company Size:** 195 users

**Technical Environment:** Multiple Windows Servers, Cisco & SonicWall Security Appliances, Mitel (Previously ShoreTel) VoIP Phone System, Brocade/Ruckus, On-Prem Microsoft Exchange Server, Hyper-V, Microsoft UWP, MVC, Microsoft SQL, SharePoint

**Service Dates:** 2022 – present.

**Reference:**

Kevin Bolds, Director of Information Services

300 North Blvd., Ste 3606

Baton Rouge, LA 70810

Email | kbolds@brgov.com

Phone | 225 388 2278

**Client Name:** East Baton Rouge Sheriff's Office

**Client Type:** State/Local Government, Law Enforcement

**Brief Description:** Lead by Sheriff Sid Gautreaux, this Office is responsible for enforcing the laws of Louisiana withing East Baton Rouge, as well as maintaining the East Baton Rouge Prison.

**Description of Services:** IT support services, onsite and remote IT staff, application support, database administration, Managed Print Services, VoIP Phone System Maintenance and Management, Disaster Recovery and Backup Services

**Company Size:** 600 employees, 42 locations

**Technical Environment:** Multiple Windows Servers, Cisco & SonicWall Security Appliances, Mitel (Previously ShoreTel) VoIP Phone System, Brocade/Ruckus, On-Prem Microsoft Exchange Server, Hyper-V, Microsoft UWP, MVC, Microsoft SQL, SharePoint, Xerox

**Service Dates:** 2008 - Present

**Reference:**

Bryan White, Chief Criminal Deputy

8900 Jimmy Wedell Dr.

Baton Rouge, LA 70807

Email | dan.strecker@c-ka.com

Phone | 225.389.5084