



Houston & Austin Locations

This is a service agreement between NSD and: **THE CITY OF PFLUGERVILLE**

Company Name: City of Pflugerville

Main Contact: Lauri Gillam Phone: (512) 990-6101

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2 Contact: _____ Phone: _____ x _____

Email Address: _____ Cell: _____

Address: 100 East Main Street Suite: 300

City: Pflugerville State: Texas Zip: 78691

Web Address: www.pflugervilletx.gov

Sales Representative: Aric Foxhoven Technician: David Bunch

Contract to Begin on: 05/01/2012 First Date Technician is to Start: 05/01/2012

Technicians shall be on site 48 hours each week.

TERMS OF AGREEMENT

- A Net Sales Direct computer service technician will be available to the customer 40 hours per week for the term of this contract. **Additional technician will be available 8 hours a week.**
- All situations deemed an "emergency" will be handled accordingly outside the scheduled service day, and are subject to being billed in addition to the current monthly agreement.
- Payment for this service is **\$10,983.00** per month. Paid on the first day of each month for the term of this contract.
- Included in this contract is 100 hours annually for **\$8,500** to be paid at initiation of the contract that can be used for any large projects i.e.; **new servers, VOIP, Firewall changes/updates.**
- **Kaseya Agents for 110 desktops and servers for \$1,500 per month.**
- This contract does not cover hardware expenses, only labor. All hardware purchased from Net Sales Direct carries a 1 year warranty and will be replaced at no charge within that warranty period.
- **This contract does not cover the City Library Public computers (staff Computers only).**
- Calls dispatched after hours or on holidays will be billed at a rate of 2 hours per hour of time with a minimum of 2 service hours (4 billable) per trip.

- All additional labor hours that exceed the allotted 48 hours per week will be billed at a rate of \$95.00/Hr (during normal business hours).

SERVICES PROVIDED

NSD will provide a full-time computer support technician for a minimum of 40 hours each business week and a second technician 8 hours a week to perform the responsibilities of an in-house IT service technician including but not limited to:

Start the process of creating, implementing, and managing a technology plan.

Perform the regular duties of an information technology liaison for the City, which includes working with other software and hardware vendors to plan future upgrades.

Composition of bids and work descriptions of proposed future projects.

Asset management, including inventory for all hardware and software.

Create and manage replacement schedule for all IT related equipment.

Implement network policies and procedures.

Regular troubleshooting and maintenance on existing network infrastructure.

Managing and performing all network upgrades.

Coordinate all purchases of hardware and software with designated purchasing supervisor.

SUBSCRIPTION FEES

All subscription fees are paid outside of this contract. Examples: MX Logic, Symantec Services, Off-site backups.

CHANGE MANAGEMENT PROCESS

Any changes or adjustments requested to the work scope of the proposal will be submitted to NSD in a written format and all necessary pricing and responsibilities will be adjusted and implemented at the earliest agreed upon time between NSD and the City of Pflugerville.

ENGAGEMENT RELATED EXPENSES

Compensation for the services rendered by NSD to the City of Pflugerville will be delivered in the form of a monthly payment at an agreed upon rate set annually as specified in the annual contract. Payment is due upon the receipt of the invoice and will be submitted each month on the 1st of the month.

RECRUITMENT FEES

Should the City hire the technician provided by Net Sales Direct the "finders fee" will be 40% of the employee's annual salary.

OUTSIDE PURCHASES

Equipment or any part added not purchased and/or installed by Net Sales Direct would require an inspection upon acceptance of our service contract. The purpose of this inspection is to determine the condition of all equipment. There will be a charge for this one time inspection.

DISCLAIMER

Net Sales Direct has no liability to the contract holder under this contract, except in cases of malicious intent, when there will be limited liability.

LIMITATION OF LIABILITY

Net Sales Direct WILL NOT be responsible for ANY parts replacement or data loss. This contract covers LABOR ONLY.

DURATION OF CONTRACT

This Agreement shall cover the period of 3 years, beginning May 1, 2012, and ending April 30, 2015. This agreement may be renewed on the agreement of both parties.

TERMINATION OF CONTRACT

Sixty (60) days written notice is required in the event that either party desires early termination of this contract.

GENERAL

This agreement shall become effective only after execution by both parties in the spaces provided and delivery of the fully executed copy to both parties. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between customer and Net Sales Direct with respect to its subject matter.

Any notice or other communication given hereunder shall be in writing and mailed to Net Sales Direct. If to the customer, to the address of the customer shown on the agreement or to such other address as such party shall have thereof designated by notice in writing. Any such notice if mailed properly addressed and first class postage prepaid, shall be deemed given when deposited in the United States mail.

I hereby state that I have been given the opportunity to read this service contract and further state that all questions regarding it have been answered to my satisfaction. No verbal representations have been made to me that are not in writing.

SERVICE CONTRACT, NOT A WARRANTY OR INSURANCE POLICY

Net Sales Direct

The City of Pflugerville, Texas.

Aric. R. Foxhoven

City Representative

Date

Date

Description	current	new	difference
Full time tech 40 hrs	114000	114000	0
Part time tech 8 hrs	34139 (8hrs)	22801	-11338
Special project hrs	8500	8500	0
Kaseya Agents	0	18000	18000
Library discount		-5000	-5000
	156,639	169764	13,000