



El Camino Real Academy

Request for Proposal on:

My  Manager



Prepared by:

 **TIG**
Technology Integration Group.



Elliot Wolf
Account Manager





Technology Integration Group.

June 22, 2018

Paym Greene
Assistant Principal
3713 Isleta Blvd SW
Albuquerque, NM 87105

Dear Paym,

Thank you for giving us an opportunity to assist El Camino Real Academy in providing for your Managed IT Services needs. TIG has worked with many small and medium sized businesses (SMB), public and private schools and has a proven record of accomplishment in helping Clients build successful organizations. The following proposal response details the TIG proven methodologies and history of excellence to bring a complete and comprehensive solution to El Camino Real Academy.

Leveraging both our experience supporting SMBs as well as our knowledge of IT industry standards in service desk, server support, desktop support, rapid resolution and PC lifecycle management, TIG has designed the My IT Manager solution as a customized, flexible support program that will enable growth and development to meet the specific and unique requirements of El Camino Real Academy.

Our model allows us to stay close to each of our Client's changing needs and respond quickly. We continually adjust and tune our processes as your business and environment needs change. Our expertise, flexibility and scalability along with our "best practices approach" will drive success and growth for El Camino Real Academy. We have proven service desk and support services that have delivered to organizations such as Hewlett Packard, Pacific Life, Verizon, Cymer, Albuquerque Public Schools and many other Clients throughout the USA. Our customer satisfaction ratings average over 96% monthly.

TIG has the resources to consult, advise, sell, configure, install and maintain the products you select. Our team is poised to act like an extension of your company, and our objective is to provide you with fair and competitive pricing, and exceptional service. I welcome the opportunity to be of service at any time.

Thank you for your time and consideration.

Sincerely,

Elliot Wolf
Account Manager
Technology Integration Group

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El Camino Real Academy

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SECTION 1 – PROGRAM OVERVIEW

Program Overview

My IT Manager, or MITM, is a combination of proven processes, centralization, and standardization of support designed to be extensible for Clients of any size. This optimized program brings Enterprise level support that is flexible and scalable to your specific needs.

TIG has years of experience providing enterprise level service desk services including design, implementation, and ongoing staffing. MITM takes this knowledge and creates a means by which a customer can tap into these benefits without the risks associated with creating such an infrastructure internally. The technical breadth that TIG can provide in engineering and consulting services allows for both a high-tech and high-touch experience. Strategic decision-making becomes more difficult with the numerous choices offered within this technological realm, but TIG is able to assist with evaluating your business profile versus the market trends to help isolate areas that could benefit from improvement. The MITM program supplements your organization in many ways and in varying sizes depending upon your needs. The following areas provide a complete definition of the MITM solution components being offered to El Camino Real Academy.

1.1 Initial Technology Review (ITR)

An integral part of the MITM process is the initial technology review (ITR). TIG requires a thorough understanding of your environment in order to provide an expected level of service. This one-time system overview includes:

- Network diagram creation.
- Network addressing information.
- Device names and roles.
- Identification of improvement opportunities.

Our approach requires detailed information on your environment to facilitate the highest level of service via phone. Tasks performed include:

- Inventory of key network assets.
- Capturing of authorized company contacts.
- Client escalation contacts, and third party vendors (as utilized by the Client).

TIG will provide a “Welcome Aboard” kit including:

- Your customized support phone number.
- Escalation contacts within TIG.
- Explanation of forms and processes.
-

An ITR is highly recommended for your account

1.2 Scheduled On-Site and Remote Maintenance Services – Desktop and Portable Devices

TIG understands that your IT devices require the proper care in order to continue running as efficiently as possible. TIG’s on-site maintenance services are designed to provide the following:

- Routine, scheduled, and predictable support by a technical resource.
- Primary/secondary technical resources assigned to your account for continuity of service and a more efficient use of time.

1.3 Quarterly Technology Review (QTR)

TIG addresses the challenging prospect of keeping up with technology and making decisions as to what is best for your company. As the MITM service continues a deeper understanding of your company, its technology, its staff, and its culture forms, enabling us to advise you on market directions, technology trends, and how best these can be aligned to your business goals. The QTR provides an opportunity to review and update your network diagram as changes may have accumulated in device locations, additions, and removals.

At this time, any service packs for the operating system or supported applications are reviewed for potential introduction into your environment. An analysis of what each update is designed to correct and your status is performed to determine proper need. In the event of an identified need, proper planning of the upgrade, including a test plan, implementation, and roll back plan will be created.

1.4 Emergency Support Services

Although routine maintenance will address most problems, there are issues that occur – whether hardware or software – which will require rapid response on-site. TIG recommends Block of Dollars to provide for this level of support. Once this block of dollars is depleted, more hours can be acquired at a discounted rate due to being a member of the MITM project. An Open PO can also be placed with TIG for Emergency Services and Emergency Services will be billed as they occur.

Summary

MITM provides a way for businesses of all sizes and capabilities to enjoy the standardized approaches to IT that previously could be enjoyed only by Fortune 500 companies. MITM is a framework of best practices around areas of common customer needs including service desk, server support, desktop support, rapid resolution hours, network reviews, and regular reporting. Best practices are based upon almost twenty (20) years of business experience as well as standards pulled from the industry overall. Customers are unique and so are their needs; therefore, the My IT Manager program has been designed with the maximum level of customization without sacrificing the quality of service that our standardized method brings.

SECTION 2 – PRICING

My IT Manager Services

My IT Manager Services monthly fee includes the following value-added services (see *Section 1 "Program Overview"* for descriptions of each module):

- Three (3) scheduled four (4) hour on-site visits per week by NetTech.
- Remote Escalation/Management.
- Named Project Management, Primary and Secondary Engineers
- Quarterly Technical Review (QTR).

Monthly Services	Unit	Quantity	Monthly Subscription Fee
My IT Manager Services	Monthly	1	\$ 3,110.00

Any non-standard maintenance related services required will be billable at the Time and Materials rates + travel as indicated in the Additional Information portion of Section 3 – Pricing. This proposal assumes all hardware is under manufacture warranty.

Initial Technology Review – One-time fee. \$ 4,000.00

Additional Information

Hourly rates set under *My IT Manager* contract

All service performed on location by TIG on El Camino Real Academy's network will be billed at hourly rates, in the following table, with a one (1) hour minimum.

Description	Standard Rate	MITM Price/Hr *
Consultant (Sr. Engineer)	\$225.00	\$200.00
Engineer	\$150.00	\$140.00
Network Technician	\$115.00	\$105.00
Technician	\$85.00	\$62.00

** Plus Any Applicable Taxes (State and Local Apply)*

Travel Charges

Travel	Service Event / Distance	Surcharges *
Zone 1	<ul style="list-style-type: none"> Less than 10 miles Roundtrip 	<ul style="list-style-type: none"> 50% discount on-one time trip charge, per service request
Zone 2	<ul style="list-style-type: none"> Greater than 10 miles and less than 100 miles roundtrip 	<ul style="list-style-type: none"> \$100.00 – Flat Rate Trip Charge – Net Technician / Engineer
Zone 3	<ul style="list-style-type: none"> Greater than 100 miles roundtrip 	<ul style="list-style-type: none"> \$100.00 – Hourly Trip Charge – Net Technician / Engineer
Zone 4	<ul style="list-style-type: none"> Project Pricing 	<ul style="list-style-type: none"> Blended model depending upon defined project
Travel Incidentals	<ul style="list-style-type: none"> Incidental travel expenses, where applicable 	<ul style="list-style-type: none"> Per Event

** Plus Any Applicable Taxes (State and Local Apply)*

Hours of Coverage

All rates in this Agreement are based upon support services provided during normal business hours defined in the table below.

Service	Hours of Coverage	Surcharges *
Support Center (Service Desk Support)	Monday through Friday: 8:00am to 5:00pm	N/A
Normal On-Site Service	Monday through Friday: 8:00am to 5:00pm	Contract Rate x 1
On-Call Service	As defined or N/A	Contract Rate x 1.5 (1 hr. minimum)
Extended On-Site Service	Monday through Friday: 5:01pm to 7:59am Saturday: 8:00am to 5:00pm	Contract Rate x 1.5 (1 hr. minimum)
Weekend On-Site Service	Sundays and National Holidays	Contract Rate x 1.5 (2 hr. minimum)
Response Time	Reasonable Best-Effort: normal next business day	N/A

SECTION 3 – TERMS AND CONDITIONS

1. AGREEMENT

PC Specialists, Inc. dba Technology Integration Group (hereinafter, "TIG") and El Camino Real Academy (hereinafter, "Client") agree that the terms and conditions as provided below, will apply to services under this Agreement, or to any other services that may be provided hereunder by TIG via authorized Addendum to this Agreement, or to any service order accepted by TIG to provide services.

2. PRICING

A. CLIENT PRICING

- i. Client agrees to the pricing within this proposal, for the options chosen for implementation in this contract.

B. PAYMENT DUE

- i. The actual charges incurred in this agreement are not subject to offset against any other support agreement amount that Client may have in effect with TIG. Accounts are in default if payment of all amounts due are not received within thirty (30) days after date of invoice, and are subject to an interest rate on the outstanding balance of either one and one-half percent (1.5%) per month or at the maximum allowable rate under applicable law. Only a written request to terminate in accordance with the terms of this Agreement relieves you of your obligation to pay. If you default, you agree to pay TIG its reasonable expenses, including any attorney's or collection agencies fees incurred in enforcing its rights.
- ii. TIG will invoice Client for all services, charges, hardware, software, and taxes on a monthly basis. Monthly fees for the services provided in this agreement are invoiced on the first day of the month for the month services are provided.
- iii. Certain initial services are set forth upon contract commencement and the fees for such services are pro-rated across the initial twelve (12) months of the contract. In the event of an early termination of this agreement, TIG reserves the right to accelerate the payment of the remaining pro-rated portions of these fees, and they shall become immediately due and payable.
- iv. All invoices and payments are due according to pre-approved terms by TIG.
- v. Pricing shall remain in effect for the first twelve (12) months of the Initial Term. After that, pricing may be increased, in TIG's sole discretion, in an amount not to exceed five percent (5%) per year, for as long as this Agreement remains in effect. TIG shall give at least thirty (30) days prior written notice of any price increase.
- vi. The Block of Dollars (BOD) Payment Plan is a prepayment for certain services provided by TIG including labor, materials and related expenses. Funds are prepaid to TIG and the services provided to Client are paid for with those funds. Deposited funds expire after one (1) year, and are no longer available for payment towards services, nor available for refund. Client agrees and understands that this is a material inducement for TIG to offer these services at a discounted rate.

3. TERM, TERMINATION AND DEFAULT

A. TERM

- i. This Agreement shall remain in effect for an Initial Term of twelve (12) months, unless earlier terminated as provided herein. Acceptance of this Agreement is subject to approval by TIG corporate management. After conclusion of the Initial Term, this Agreement shall renew for twelve (12) months on an annual basis (each a "Renewal Term") upon mutual agreement of both parties. Either party may terminate this Agreement by written notice to the other (i) at the end of the Initial Term or any Renewal Term by providing the other party with at least thirty (30) days written notice prior to expiration of the then in effect Term, or (ii) during the Initial Term or any Renewal Term if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same from the non-breaching party.

B. TERMINATION FOR DELINQUENCY

- i. TIG, by written notice to Client, may terminate this Agreement within ten (10) days after written notice of any delinquency in the payment of any invoice amount.

C. TERMINATION FOR INSOLVENCY

- i. TIG, at its sole discretion, may terminate this Agreement if Client: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, Client's responsibility for past due amounts shall survive each bankruptcy proceeding.

D. EXISTING RIGHTS

- i. Termination of this Agreement will not adversely affect any right existing as the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. INSURANCE COVERAGE**A. GENERAL LIABILITY INSURANCE**

- i. TIG shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At Client's request, TIG further agrees to furnish Client with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by Client.

B. COMMERCIAL INSURANCE

- i. Client shall maintain at its sole expense similar commercial insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At TIG's request, Client further agrees to furnish TIG with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by TIG.

C. INDEMNITY

- i. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's duties and obligations under this Agreement except to the extent caused by the indemnified party's own negligence, reckless or willful misconduct.

5. SOLICITATION OF TIG EMPLOYEES**A. INFORMATION REGARDING EMPLOYEES**

- i. Client may work closely with employees of TIG performing services under this Agreement. All information about such employees which becomes known to Client during the course of this Agreement, and which is not otherwise known to the public, including compensation and commission structure, is a Trade Secret of TIG and shall not be used by Client in soliciting employees of TIG at any time. Client agrees to protect the confidentiality of all such information.

B. SOLICITATION OF EMPLOYEES PROHIBITED

- i. During the term of this Agreement and for one (1) year thereafter, Client shall not, directly or indirectly, ask or encourage any employee of TIG to leave their employment with TIG, solicit any employee of TIG for employment, make any offer of employment to any employee of TIG or employ any employee of TIG. This provision also shall apply to former employee of TIG for a period of one (1) year following the employee separation.

C. INJUNCTIVE RELIEF

- i. Client agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to TIG, that the remedy at law for any violation or threatened violation thereof would be inadequate, and that TIG shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages.

D. LIQUIDATED DAMAGES

- i. Client agrees and acknowledges that the actual damages which would result from any breach by it of this Agreement are uncertain and would be extremely difficult to ascertain. Client therefore agrees to pay TIG, as liquidated damages and not as a penalty, a sum equal to thirty-five percent (35%) of the annual compensation previously paid by TIG to any employee of TIG that leaves as a result of Client's breach of this Agreement, and any damages over and above this amount to which TIG may be entitled by law.

6. GENERAL**A. PREVAILING TERMS**

- i. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Client for service hereunder.

7. CONFIDENTIALITY

- A. TIG recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning Client's business and operations, including, without limitation, financial and tax information, business plans and development strategy, and marketing methodology, (collectively referred to as "Confidential Information"). TIG recognizes that disclosure of the Confidential Information to competitors, non-authorized third parties, or the general public would be detrimental to the Client. Accordingly, TIG covenants and agrees with Client that during the term of this Agreement and for one (1) year thereafter it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall TIG use the Confidential Information for any purpose other than purposes which serve Client.

8. ARBITRATION

- A. All disputes arising out of or relating to this Agreement or its breach shall be resolved by final binding arbitration. The parties consent to jurisdiction and venue in San Diego County, California. Such arbitration will be conducted upon written request of TIG or Client to the American Arbitration Association in San Diego, California. The arbitrator will determine the validity of the issues to be arbitrated including the applicability of any statute of limitation, but may not limit, expand or otherwise modify the terms of the Agreement. The arbitrator may compel the attendance of witnesses and production of documents at the hearing. The arbitrator's decision and award will be in writing, setting forth its legal and factual basis. The arbitrator may in appropriate circumstances provide for injunctive relief (including interim relief). Each party will bear its own expenses in connection with the arbitration, including expenses relating to the site of arbitration and the arbitrator's fees. Both parties shall hold the content and result of the arbitration in confidence, except to the extent necessary to enforce a final settlement agreement or to obtain and enforce a judgment on an arbitration award.

9. DATA BACKUP

- A. IT IS THE RESPONSIBILITY OF CLIENT TO ENSURE THAT THE PRESCRIBED DATA BACKUP OPERATIONS PERFORMED BY THE CLIENT ARE ADEQUATE. TIG WILL NOT BE RESPONSIBLE FOR CLIENT'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., LOST DURING THE PERFORMANCE OF SERVICE PERFORMED HEREUNDER. IN SUCH CASES, TIG (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF TIG, AND THEIR VENDORS, TIG, DISTRIBUTORS, AND OTHER SUPPLIERS OR CONTRACTORS) SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, UNDER ANY THEORY OR

CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF WARRANTY

A. DISCLAIMER

- i. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES PROVIDED HEREUNDER OR THE INTEGRATION OF THOSE PRODUCTS INTO A COMPUTER SYSTEM, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TIG SHALL NOT BE LIABLE FOR ANY PROBLEMS ATTRIBUTABLE TO ALTERATIONS OR ATTACHMENTS, NEGLIGENCE, ABUSE OR MISUSE, INCLUDING FAILURE TO OPERATE THE PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, IMPROPER HANDLING BY CLIENT, FAILURE OF EQUIPMENT NOT MAINTAINED BY TIG, IMPROPER USE OF SUPPLIES, FIRE, WATER, ACTS OF GOD OR OTHER CATASTROPHIC EVENTS.

B. NO WARRANTIES TO THIRD PARTIES

- i. CLIENT SHALL NOT PROVIDE ANY WARRANTIES TO ITS CUSTOMERS WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED BY TIG TO CLIENT OR ITS CUSTOMERS. CLIENT SHALL BE SOLELY AND EXCLUSIVELY LIABLE TO ANY THIRD PARTY FOR ANY WARRANTY GRANTED OR SUPPLIED BY CLIENT TO ANY SUCH THIRD PARTY.

11. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY

- A. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS CUSTOMERS OR THEIR RELATED PARTIES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST DATA), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED THE AMOUNT OF MONEY PAID BY CLIENT TO TIG DURING THE PREVIOUS TWELVE (12) MONTHS. EACH PARTY ACKNOWLEDGES THAT THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT FAIRLY ALLOCATE RISKS BETWEEN THEM.

AUTHORIZED SIGNATURES

BY THE SIGNATURES OF THE DULY AUTHORIZED REPRESENTATIVES BELOW, TIG AND MCCURDY CHARTER SCHOOL , INTENDING TO BE LEGALLY BOUND, AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT.

PC Specialists, Inc., a California corporation dba, Technology Integration Group

El Camino Real Academy

(Type or Print Name)

(Type or Print Name)

TITLE

TITLE

(Authorized Signature)

(Authorized Signature)

DATE

DATE