

Block Time Service Agreement For Maintenance Services

Prepared for:

Plum Borough School District

Prepared and Submitted by:

Dagostino Electronic Services, Inc.

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Service Requests Scheduling

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Terms and Conditions

General Overview

Dagostino Electronic Services, Inc., (hereafter “DES”), agrees to provide a Block Time Service Agreement for Maintenance Services (“Agreement”) for Plum Borough School District. (hereafter “Plum Borough S.D.”) District-wide Integrated Security Systems.

This Agreement is limited to the provisions set forth herein. No modification of this Agreement shall be valid unless in writing and signed by DES and Plum Borough S.D.

Remote Preventive Maintenance

DES defines Remote Preventive Maintenance (“RPM”) as a regularly scheduled remote session. DES will connect via a secured internet connection with the Plum Borough S.D.’s equipment and perform the tasks outlined in the Maintenance Level Table (Page 6). A RPM session will require a minimum of ¼ hour. Duration is based on the size of the system and the Maintenance Level selected by Plum Borough S.D.

All DES time allocated to the Maintenance Level selected by Plum Borough S.D. will be assessed against the selected Block Hours Tier (see Pricing Options)

Telephone and Email Response Service Time

DES will provide an eight (8) hour (or less) best effort response time to the Plum Borough S.D.’s telephone and/or email service request(s). If the service request cannot be remedied with low to moderate telephone support, a DES technician will be dispatched for an onsite service evaluation and remediation

Onsite Preventive Maintenance

DES defines Onsite Preventive Maintenance (“OPM”) as a scheduled site visit by a DES Technician(s) during the Agreement term. DES will perform an OPM visit when requested by Plum Borough S.D. The specific OPM Tasks performed by the DES Technician(s) will be based upon the Maintenance Level selected by Plum Borough S.D. and listed in the Maintenance Level Table (Page 6). An OPM session will require 1-3 hours. To schedule an OPM session, DES should receive at least 2-4 days advance notice.

All DES time allocated to the Maintenance Level selected by Plum Borough S.D. will be assessed against the selected Block Hours Tier (see Pricing Options)

Onsite Service Response Time

DES will provide 24 business hours (or less) best effort onsite response time to Plum Borough S.D.'s telephone and/or email service request(s). This provision does not include weekend, off – hour or holiday support. See the Pricing section on Page 5 for further details.

On-Site Service and Repair/Replacement of Equipment

Service of failed equipment will be accomplished as much as possible while DES technician is on site at Plum Borough S.D. In the event that a component must be removed from the existing system for repair, DES will, make every reasonable attempt to provide a temporary workable solution, if requested by Plum Borough S.D. Temporary equipment may not be an exact replacement temporary equipment required to keep the system operational and provided by DES might require a rental fee unless temporary equipment is provided for free in Plum Borough S.D.'s **Original Equipment Manufacturer** ("OEM") warranty. In some cases, temporary equipment may not be readily available. Any temporary equipment rental fees or specialty services (ex. equipment or people lifts, etc.) required to maintain and/or repair systems will be billed against the Agreement.

Repair Logistics

DES will handle the logistics of repairing malfunctioning equipment. This includes removal of broken equipment, contacting the OEM, scheduling OEM repair if applicable, shipping to and from OEM Service Center and reinstalling the repaired equipment. A repair log will be generated by DES for each service call so that troublesome equipment can be tracked and possibly replaced.

DES will handle shipping logistics for equipment, parts or materials. The cost (without load) for shipping any malfunctioning equipment, fixed equipment or parts will be passed onto Plum Borough S.D. The method used for shipping equipment and/or parts will be determined by Plum Borough S.D.

OEM Advanced Replacement Warranty Service Plan for Critical Equipment

DES recommends that Plum Borough S.D. maintain an OEM advanced replacement warranty service plan for mission critical equipment that is independent of this Agreement. DES recommends that any Servers / Network Switches / Firewalls / Backup Devices be kept under an advanced replacement warranty service plan with the OEM.

New and Replacement Equipment

This Contract does not provide for any new and/or replacement equipment. Required replacement equipment will be submitted to Plum Borough S.D. for approval and billed separately from this Agreement. Pricing for all required replacement equipment regardless of the manufacture will be at the DES cost plus 15% plus shipping and relevant sales tax

Limitation of Liability

DES shall not be liable for: (i) special, direct, indirect, incidental, consequential, tort or cover damages, including, without limitation, damages resulting from delay of delivery or loss of profits, data, business or goodwill, whether or not Plum Borough S.D. has been advised or is aware of the possibility of such damages, or (ii) any claim that arose more than one (1) year prior to the institution of suit thereon.

DES acknowledges that Plum Borough S.D. shall bear no liability for (i) bodily and/or personal injury or death or property damage caused by DES or others by DES in the performance of the Contract services, (ii) work-related medical expenses or injuries sustained by DES in the performance of the services, or (iii) any professional liability of DES.

Term/Termination

This Agreement shall be valid until the entire selected block time option has been exhausted. All unused hours will carry over to the subsequent year(s) until exhausted.

The stated Equivalent Technician Rates provided in this Agreement are valid for one (1) year following Plum Borough S.D. acceptance. The Equivalent Technician Rates will be reviewed every 12 months to determine if an adjustment is required based on a change in the cost of doing business (gas, inflation, cost of living, wage increases, etc.)

This Agreement is renewable upon written, mutual consent by both parties. Pricing for subsequent years may be adjusted to reflect DES' current labor rates. DES must notify Plum Borough S.D. of any renewal price increases via a revised proposal at a minimum of thirty (30) days prior to the expiration of current Agreement. DES will notify Plum Borough S.D. when the Agreement is 90% used to discuss a new Agreement term

DES will provide either a monthly or quarterly report as per Plum Borough S.D.'s direction that will itemize any service call (remote and onsite), hours applied to the Agreement used and the remaining balance of hours that are available on the Agreement.

Contract Processing/Payment

The Agreement will be invoiced upon receipt of Plum Borough S.D.'s acceptance. Payment will be due 30 days following Plum Borough S.D.'s receipt of the DES invoice. Except as set forth herein, no other equipment – related costs incurred by DES will be included in the cost of the Agreement services.

Pricing Options

It is understood and agreed between Plum Borough S.D. and DES that the labor rates as stated in this Contract are those prices that were mutually agreed upon for a period of one (1) year. The Agreement pricing options are listed below:

Tier	Price	Equivalent Technician Rate	Travel Charge
0	\$ 0.00	\$125.00/hour	Travel Charge – Billed ¼ hour increments
1	\$ 2,300.00	\$ 115.00/hour (20 hrs.)	Travel Charge – Billed ¼ hour increments
2	\$ 5,500.00	\$ 105.00/hour (50 hrs.)	Travel Charge – Billed ¼ hour increments
3	\$ 10,000.00	\$ 95.00/hour (100 hrs.)	Travel Charge – Billed ¼ hour increments

- Tier 0 is the DES normal Time & Materials “Service Call” rate that applies if no Agreement is established
- Tier 0 does not guarantee any service level rate or response time
- There is a one-hour minimum requirement for all OPM Service
- Service calls begin when the DES Technician enters the Plum Borough S.D. facility. DES will bill against the Agreement in ¼ hour increments.
- Normal business hours service work is to be scheduled Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding legal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, ½ Day Christmas Eve and Christmas Day).
- Service work performed after Normal business hours will be billed against the Agreement at 1.5 times the above referenced Equivalent Technician Rate unless otherwise agreed upon between DES and Plum Borough S.D.
- If work is required to be performed during a weekend or holiday DES will be 1.5 times the above referenced Equivalent Technician Rate for weekends and 2.0 times the above referenced Equivalent Technician Rate for holidays
- In the event that off-hour or weekend hours are requested by DES in order to effectively remedy the problem, the service time will be billed under the above referenced Equivalent Technician Rate

- Travel charges are not included in the above rates and will be assessed for every service call – related trip DES would make to Plum Borough S.D.

Exclusions

This Contract does not pertain to any high-voltage cabling which includes but not limited to electric going to switches, routers, computers, equipment racks and other components that require power.

Any agreed – upon Time & Materials needed to service non Integrated Security System related equipment will be proposed and billed separately from the Contract.

Maintenance Level Table

Maintenance Level Options	RPM	OPM	Silver	Gold	Platinum
Log into system via remote access (required)	X		Every 30 Days	Every 30 Days	Every 30 Days
Check Each Device	X	X	YES	YES	YES
Check Server Status	X		YES	YES	YES
Average Days of Archival	X		YES	YES	YES
Email Report to Plum Borough S.D.	X	X	YES	YES	YES
Check Camera views for Focus and Obstruction	X	X	NO	YES	YES
Software Upgrade Path ("SUP") Which must be purchased separately	X		NO (Optional)	NO (Optional)	Yes (Required)
Update Hardware Driver Packs (when made available by Manufacturer)	X	X	NO	NO	YES
Update Hardware Firmware (when made available by Manufacturer)	X	X	NO	NO	YES
Update Software (See SUP)	X	X	NO	NO	YES
Provide Audit Report	X	X	NO	NO	YES
Hardware Health Check	X	X	NO	NO	YES
Hardware Drive Free Report	X	X	NO	NO	YES



Acceptance Form

CLIENT: Plum Borough S.D.

SYSTEM COVERED: Integrated Security System

SYSTEM(s) LOCATION: Plum Borough School District

CONTRACT PERIOD: Start Date "enter start date" - Until hours are exhausted.

BLOCK TIME AGEEMENT PRICING (Tier selection): _____

SERVICE LEVEL (optional) (Level selection): _____
(DES will bill in 1/4 hour increments)

COST/SALES TAX: \$ _____

Total: \$ _____

As the authorized representative of **Franklin Regional School District** and I agree and accept the Terms and Conditions of this Block Time Service Contract.

Dagostino Electronic Services, Inc.

Plum Borough S.D.

Signed:	Signed _____
Name:	Name: _____
Title: Customer Relationship Manager (CRM)	Title: _____
Date:	Date: _____
Phone:	Phone: _____
Fax:	Fax: _____
	Purchase Order No.: _____

PLEASE COMPLETE AND RETURN THIS FORM TO
DAGOSTINO ELECTRONIC SERVICES, INC. WITH YOUR PURCHASE ORDER.
**THANK YOU FOR CHOOSING DAGOSTINO ELECTRONIC SERVICES, INC. FOR ALL YOUR
NETWORK SYSTEMS MAINTENANCE.**

Dagostino Electronic Services, Inc.'s standard terms and conditions of sale apply. If not included, the terms and conditions are available upon request.