

ORIGINAL

Information Technology Support Services RFP Response

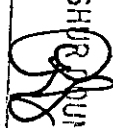


Upshur County, Texas

INLINE
Network Integration, LLC.

Created by Inline Network Integration, LLC.

Date: September 2019

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COUNTY CLERK
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UPS HUR COUNTY, TX.
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Inline Information and Company Profile

Business Start	November 2005
Length of time providing services as proposed in this RFP Response	November 2005 – 13 years, 7 months Business was built for this sole purpose
Number of Clients	128+
Number of Clients in Public sector	5
Full time employees	Total: 26 Help Desk: 6 Field services: 16 Cabling: 1 Administration: 2 Sales: 1
Offices to service this account	Longview, Texas – Primary 716 Glencrest Lane, Suite A Longview, Texas 75601 Tyler Texas Dallas, Texas
Supported systems	Approximately 4,000

Authorized Contacts:

Stan McNiel – President	<u>smcniel@inlinenetworks.com</u> Office: 214-295-8638 Cell: 903-576-5733
Brock Leger	<u>bleger@inlinenetworks.com</u> Office: 903-212-2523 Cell: 903-220-3354
Federal and State Taxpayer Identifier	56-2539339

Introduction

Inline Network Integration has received the Request for Proposal (RFP) for Information Technology Support Services, issued by RFP Manager: Commissioner Jay Miller, with an issue date of 8/15/2019.

Inline has provided services for many years to Upshur County and has read the RFP in detail. The purpose of this response is to clearly communicate the desire for Inline Network Integration, LLC to deliver the services stated in the RFP.

Inline Network Integration experience with supporting government and law enforcement is significant including more than 5 years with all of the facilities of East Texas Council of Government, Longview Economic Development, and--as mentioned earlier--more than six (6) years supporting Upshur County.

Inline Network Integration has supported regulated industries since the beginning and actually perform HIPAA HITECH assessments as part of our service to organizations not under our managed services. A significant portion of Inline clients are also in the healthcare industry which enables our teams to understand and effectively deploy security and systems to meet County regulatory needs.

Approach to Technical Services

Inline delivers the services outlined in this proposal to many organizations including public sector small and large. Our approach to managing client technical support issues has evolved over the years into the following:

The RFP specifically asks for two categories of services—*preventative maintenance* and *as-needed maintenance*. The following outlines at a high level the approach to delivering the two separate categories of service.

As Needed Services:

1. Provide local technical staff to document, triage, and dispatch through problem resolution process
2. Clearly document the problem, contact information, affected users, and track information through the process in an online ticketing system.
3. Communicate clearly with user or teams of users throughout the process using the ticketing system
4. Dispatch local resources as needed to resolve issue if the problem cannot be resolved remotely.
5. Follow up with the user or users to ensure problem resolution.

System Maintenance Services:

Ongoing system maintenance can vary widely based on factors including:

- The potential impact on County needs and change management hours
- Availability of the system or device for maintenance
- Operating system
- The brand and model of device

- Application provided or utilized by that system

The Inline approach is to provide scheduled maintenance for each system or application as defined by the County and its departments along with the system parameters mentioned above.

Using the following high-level process the dedicated help desk and service teams provide these processes for each client today

1. For desktop systems such as Microsoft Windows:
 - Define schedule for location or line of business
 - Schedule updates through automated systems
 - Reboot systems upon completion – typically 3:00 AM
2. Windows Servers
 - Define schedule not typically automated to avoid unscheduled downtime
 - Apply updates in given change management window
 - Reboot server
 - Verify services are operational
3. Applications
 - Typically scheduled by the application vendor or County
 - Plan for updates with vendor and County department or teams
 - Schedule maintenance
 - Backup application – if available
 - Apply updates, reinstall, push application, etc. during schedule
 - Test and validate
4. Hardware maintenance – firewalls, switches, etc.
 - Maintenance tends to be less frequent
 - Schedule maintenance as needed or recommended by manufacturer
 - Define maintenance and change management windows
 - Schedule with County and teams
 - Apply Update
 - Verify services

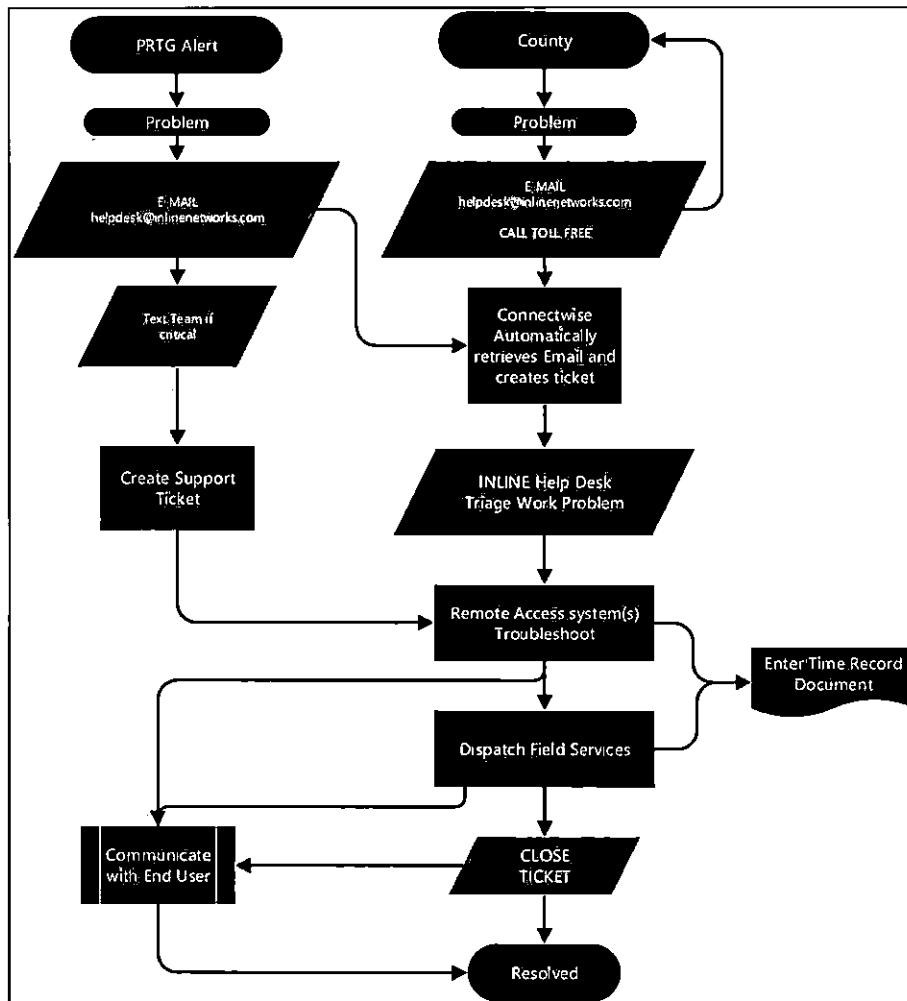


Figure 1 - As Needed Ticketing Diagram

Service Incidents and tickets can be created by three primary means:

1. As-Needed – a ticket is opened by a county employee through an email or call
2. An alert from our NOC (PRTG) generates an alert that needs to be addressed
3. Internal maintenance event that the help desk or other Inline team member creates to perform system maintenance, change, or proactively update an application. *(not in diagram)*

A service portal is available by key county individuals or managers to review ticket status, run reports, or create tickets. This is not typically used by all employees but is available if needed.

Staff Members

The following lists the employees that could provide service to clients including Upshur County. All employees are background checked at hire to ensure that their ability to work with government facilities is available.

#	Name	Title / Role	Experience
1	Estella Sheets Key Support	Field Services / on-site Technician	10+ years in IT Desktop Support Application support
2	Dylin Moran Key Support Manages help Desk	Help desk manager	5+ years as help desk Server administration Help Desk and application support
3	Brock Leger Key Support Manages Direct Teams	VP Operations East Texas Senior Engineer and Consultant	More than 20 years in IT Servers, Desktops Routers, Firewalls, Switching, Wireless Server Virtualization
4	Clint Boggio	Senior Consultant	More than 15 years in IT Servers (Windows, Linux) Network – Firewall, Switch, Wireless Server Virtualization Desktop Support
5	Ryan Lasseigne	Senior Consultant	More than 10 years in IT Servers (Windows) Network – Firewall, Switch, Wireless Desktop Support
6	Darren Aldredge Key Support Network Operations Center	Network Operations Center Field Services Procurement	More than 8 years in IT Support Network Operations Center – PRTG Desktop Support Server Support
7	Keith Calmes	Senior Consultant Field Services	More than 15 years in IT Support Network – Firewall, Switch, Wireless Server Virtualization Desktop Support
8	Gerald Chadwick	Field Technician II	More than 5 years IT Support Desktop Support Server Support
9	Cathy Fuller Key Support Help Desk	Help Desk Technician	Help Desk Support Desktop Support Server administration

10	Barrie Belo Key Support Help Desk	Help Desk Technician	Help Desk Support Desktop Support Server administration
11	Heather Hogue Key Support Help Desk	Help Desk Technician	Help Desk Support Desktop Support Server administration
12	Jason Dubious Key Support Help Desk	Help Desk Technician	Help Desk Support Desktop Support Server administration
13	Kevin Smith Key Support Help Desk	Help Desk Technician	Help Desk Support Desktop Support Server administration
14	Mike Guinn Key Support On-Site Field Service	Field Technician	Desktop Support Desktop Administration
15	Shaun Hauer Key Support On-Site Field Service	Field Technician	Server Support Desktop Support Desktop Administration
16	Dionne Pain	Senior Consultant	More than 25 years in IT Support Server Administration Exchange and Hosted Email Support Desktop Support
17	George Castaneda	Field Technician Supervisor	More than 5 years in IT Server Administration Network Administration Desktop Support
18	Gary Ross	Field Technician	More than 2 Years IT Desktop Support Desktop Administration
19	Marc Burgess	Network Engineer	More than 5 years in IT Support Network – Firewall, Switch, Wireless Server Virtualization Server Administration Desktop Support
20	Bobby Boykin	Senior Consultant	More than 10 years in IT Support Network – Firewall, Switch, Wireless Server Virtualization Server Administration Desktop Support

21	Stan McNeil	President Senior Consultant	36+ years IT Services Network – Firewall, Switch, Wireless Server Virtualization Server Administration Desktop Support
22	Cliff Hall	Infrastructure Manager Cabling Services	More than 9 years in IT Service delivery Cabling, Power, low voltage
23	Phil Strickland	Field Technician	More than 4 years IT Support Server Administration Network Administration Desktop Support Desktop Administration

Note: Other employees not listed are administration and non-technical

References

#	Company	Name	Title / Role	Contact	Est. Years of Service
1	East Texas Council of Governments	Stephanie Heffner	Director of Public Safety	stephanie.heffner@etcog.org (903) 218-6461	8
	Services Provided	<ul style="list-style-type: none"> • 24 x 7 x 365 PSAP Support across East Texas 21 locations • On-site Services of hardware in each • On-call assistance to resolve 911 issues 			
2	Azalea Orthopedics	Jeff Shaffer	COO	jeffs@azaleaortho.com (903) 939-7795	6
	Services Provided	<ul style="list-style-type: none"> • Help Desk • On-site Field services (Desktop, Laptop, Network, Servers, Printers, etc.) • Core server and network maintenance • Desktop Maintenance • Manage and maintain more than 30 locations • 24 x 7 x 365 Network Monitoring 			
3	Platinum Dermatology Partners	Tri Phenix	CIO	Tri.phenix@platinumderm.com (214)751-2374	13
	Services Provided	<ul style="list-style-type: none"> • Help Desk • On-site Field services (Desktop, Laptop, Network, Servers, Printers, etc.) • Colocation and Core server and network maintenance • Desktop Maintenance • Manage and maintain more than 30 locations • 24 x 7 x 365 Network Monitoring <p><i>Note: Platinum Dermatology Partners acquired Dallas Associate Dermatology that has been a client since 2006</i></p>			
4	First National Bank Hughes Springs	Bill Lindsey	Vice President	lindseyb@fnbhs.com (903)639-2521	8
	Services Provided	<ul style="list-style-type: none"> • Help Desk • On-site Field services (Desktop, Laptop, Network, Servers, Printers, etc.) • Core server maintenance • Desktop Maintenance • Manage and maintain 15 locations • 24 x 7 x 365 Network Monitoring 			

Services Included in Proposal

Overall Technology Guidance

Senior consultants and support teams can assist Upshur County with routine meetings to develop and manage an ongoing plan for information technology to coordinate systems and security across the departments and locations. This can lead to lower costs, improved security, and better experiences for BOTH the end users within the county offices as well as those Upshur County residents that utilize the services provided.

This team can also provide guidance on hardware purchases and project implementations in an effort to maintain security and maintain County costs.

Help Desk Services

Inline's dedicated helpdesk team located in Longview, will address inbound service requests or incidents. Help Desk technicians assist with tier 1 and tier 2 related issues and escalate any issues to field technicians if they are unable to resolve your issues remotely. This team will assist with application specific support calls to vendors including cloud and local specialized applications utilized by the County.

These services are available from 6:00 AM to 7:00 PM Monday through Friday and on call 24x7x365. Dallas and Tyler offices serve as a backup call centers in the event of a weather or technical event that would prevent the primary site from receiving calls.

Tickets can be created by:

- Calling Toll Free: **855-464-7778**
- Email: helpdesk@inlinenetworks.com

Emergency after-hours calls are forwarded to an on-call phone that is answered or the call is returned within one hour. This is monitored by the on-call tech as well as management to ensure coverage. Emergency escalation numbers to management will be provided to key personnel.

Tier 1, 2, and 3 Support - Escalation

Tier 1 (triage) support is the initial support level responsible for basic customer issues. Examples of tier 1 support includes but is not limited to, password resets, account unlock assistance, printer configurations, remote user connectivity, break/ fix instructions and more. At the tier 1 level, the technician will gather and analyze information about the user's issue and determines the best way to solve the problem. If the problem cannot be resolved at this tier, it will be **escalated** to tier 2.

Tier 2 support is a more in-depth support level than Tier 1. Examples of tier 2 support includes but is not limited to, firewall changes, VOIP troubleshooting, internet outages, VPN Connectivity issues, computer hardware failures, network equipment failures and more. At the tier 2 level, the tech will also analyze information about the user's issue and determine the best way to solve the problem. If the problem cannot be resolved at this tier, it will be **escalated** to tier 3.

Tier 3 support is the highest level of support in a three-tiered support model and are responsible for handling the most difficult or advanced problems. Examples of Tier 3 support includes but is not limited to, technical engineering processes, expansion or growth planning, disaster recovery planning and implementation, and more. This Tier 3 team can analyze the code and data using information from Tier 1 and Tier 2.

Ticketing/ Incident Tracking

When a call or an e-mail comes into the Help Desk, the issue is tracked through a service ticket. This allows for email updates and communication throughout the entire process. Inline also offers a customer portal where users can create their own tickets. Designated users can even review quotes or “recommendations”, pull reports and view and pay invoices with a credit card.

Network Operations Center (NOC)

Inline NOC utilizes PRTG to monitor critical components in the network including servers, switches, routers, and firewalls to proactively notify both the County and Inline teams to respond in the event of an outage. The Service monitors critical network infrastructure 24 hours a day, 7 days a week, 365 days a year. The critical alerts will be provided to your designated team members.

Remote Technical Support

Inline will first attempt to resolve the problem through remote access connections. Our technicians use software that allows them to access the user's desktop via the internet. With the user's permission, our technicians can take control of the user's machine and try to resolve the issue remotely. If the problem cannot be resolved, an on-site technician may be sent to your location.

On-site Technical Support

When an issue cannot be resolved remotely Field Technicians can be dispatched for on-site, hands-on support. One of our Field Technicians or consultants will come to your location and resolve the issue in person as needed.

Servers and Workstation Support

Inline will monitor and maintain monthly software updates, hardware integrity, server utilization, storage availability, data backups, antivirus protection, event logs, and more to ensure that maximum overall systems are functioning efficiently and properly.

Network and System Inventory

Our system provides detailed reports of network devices, PCs, servers, etc. for use by the County as needed. Reports from multiple systems can be generated on demand.

Network Administration

Services include moves, adds and changes to the systems including user password resets, new user additions, deleting or disabling accounts, creation of file shares, etc.

Network

Inline will provide support for all Core, Edge and Perimeter network appliances including Ethernet switches, routers, firewalls, wireless access points, layer 2 transport equipment and any other network devices installed, owned or managed by Upshur County.

Data Protection (Cloud Backup) Services

The backup services provided in this proposal includes both file and *bare-metal* backups to off-site data centers that allows for faster recovery and will be part of the overall disaster recovery planning and recovery process. Critical data includes application data including SQL, e-mail, and shared files.

Consulting and Design

Inline will provide senior level resources to assist in application and network implementations, network design, or other high-level needs. These can be routine meetings, i.e. quarterly planning sessions, or ad-hoc on-demand.

Emergency On-call Services

In the event of an emergency services can be dispatched 24 hours a day, 7 days a week, 365 days a year. An emergency is typically defined as a system-wide failure that effects the entire company or a significant portion of the County.

WEB Site Maintenance (Updates)

Our team will assist with WB site maintenance and updates as needed.

E-Mail / IMail Maintenance (and e-mail security)

Our teams will assist with e-mail maintenance and management including adding new users, changing passwords, removing users, and will also perform routine maintenance and updates as needed. Our teams will assist county team members retrieve emails as the system allows.

As part of the agreement, Inline will include a SPAM and E-MAIL scanning solution to reduce SPAM, viruses, phishing, and other e-mail-based attacks. This service is secure and cloud-based allowing e-mail to be spooled it county mail servers are offline for maintenance of service issues as well as track all inbound and outbound mail if needed for other reasons. This system can also notify both the County and Inline support teams if a wide-scale event occurs that is detectable such as a user in the county is sending messages related to a breach.

Server Backups

County file and mail servers will be backed up off-site daily as part of the service.

Overall Security

Inline's team will strive maintain security in Upshur County systems including the firewall, antivirus (currently licenses are owned by Upshur County), wireless, and other security related information systems that are part of the County environment and that are available to access and under the control of the IT Department. Our team can assist with network security such as network isolation, network segmentation, wireless security, and any other specific endpoint management.

Incident Response Time

Inline will provide you with a toll-free support phone number your users can call to ensure that all issues are handled in a timely manner. Help Desk technicians will address incoming service requests and make contact with the appropriate resources within the following parameters:

- All inbound trouble tickets will be responded to within one-hour (1) hour of receipt and our technicians will contact the user on the ticket. The trouble ticket will be assessed and handled at that time. The trouble ticket will be escalated to the appropriate resource within one (1) hour for any critical tickets that impact a site.
- Contact with the ticket owner or technician will be maintained throughout the life cycle of the trouble ticket and followed up daily until closed.
- Upshur county team members can be included in communications in regards to events that qualify for Tier 3, or that result in a loss of service.

All service requests will be entered into a ticket tracking system that provides real time updates via e-mail as well as an online portal. Ticket status can be escalated as needed to resolve.

Contract Terminations in Past Five Years

The RFP specifically requests an "explanation of termination for default or other incident in the past five years". No cancellation of services for contract default have occurred with Inline Network Integration, LLC other than normal expiration of agreements.

Summary

Inline Network Integration, LLC has supported Upshur County for years, although in a different role than we are proposing for this response. We have relied on a single individual for most of the support services with additional resources provided as needed. Our organization can provide a much different, and elevated level of service to the County by the centralization of coordination and response through our dedicated Help Desk. Our existing knowledge of the people and network make our proposal unique and with the expansion of services can deliver a high level of service.

As mentioned in the Introduction, Inline Network Integration experience with supporting Upshur County and other government, law enforcement, and other regulated industries enables our teams to understand and effectively support your teams!

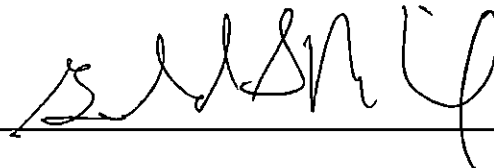
Managed Services Pricing

Services as mentioned in this proposal above are

Monthly Managed IT Services (Fixed Fee)	\$	5,750.00
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This response is valid for 90 days from the proposal due date of September 13, 2019.

Gerald S. McNiel



Date: 9-12-2019

Appendix A – County Locations

Courthouse		100 W Tyler Gilmer TX 75644
Tax Office	Main	215 N Titus Gilmer, TX 75644
	Gladewater	2498 W Upshur Ave Gladewater, TX 75647
	Diana	1750 US-259 Diana, TX 75640
Network/Server		100 E Cass Gilmer, TX 75644
Sheriff		405 N Titus Gilmer, TX 75644
CID		405 US-271 Gilmer, TX 75644
Rock		100 E Butler Gilmer, TX 75644
Road and Bridge		2255 HWY 271 N Gilmer, TX 75644
Library		702 W Tyler St Gilmer, TX 75644

September 12,2019



Jay Miller
Commissioner
Upshur County
PO Box 790
Gilmer, TX 75644

Dear Mr. Miller:

Enclosed you will find the response to the Request for Proposal (RFP) for Information Technology Support Services, with an issue date of August 15,2019 issued by RFP Manager: Commissioner Jay Miller.

Inline has provided services for many years to the County and has read the RFP in detail. The purpose of this response is to clearly communicate the desire for Inline Network Integration, LLC to deliver the services as stated in the RFP related to Information Technology including the maintenance and support of IT-related systems, software, and services across all Upshur County Locations.

Authorized Contacts:

Gerald "Stan" McNeil – President and Sr. Consultant	smcniel@inlinenetworks.com Office: 214-295-8638 Cell: 903-576-5733
Brock Leger – VP Operations and Sr Consultant	bleger@inlinenetworks.com Office: 903-212-2523 Cell: 903-220-3354
Federal and State Taxpayer Identifier	56-2539339
Primary Servicing Address	716 Glencrest Lane Suite A Longview, Texas 75601 903-212-2353 Help Desk: 855-464-7778
WEB Site:	https://www.inlinenetworks.com
Corporate and Mailing Address	14275 Midway Rd Suite 160 Addison, TX 75001 214-295-8638

Inline Network Integration, LLC was started as an Information Technology Support company from the start in November 2005. Inline currently employs 26 people in 3 offices (**Longview**, Tyler, and Dallas). Of those 26 employees 23 are dedicated to providing IT Support services as mentioned in the RFP. Inline currently services more than 130 clients ranging in size from a few desktop computers to hundreds of computers, dozens of locations, with a broad range of applications and services.

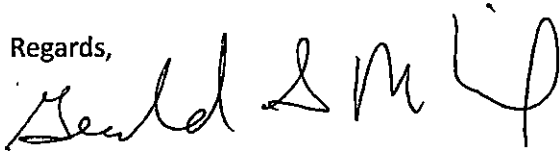
Inline currently services 23 clients in the public sector including Upshur County.

The Primary servicing location will be in **Longview Texas**, with Tyler and Dallas available to assist.

If you have any questions about this submission or if additional information is necessary, you may reach Stan McNiel or Brock Leger—contact information above. Thank you in advance.

The proposal and cost schedule as defined in the attached RFP are valid for 90 days from the proposal date and will become part of the contract negotiated with the County.

Regards,

A handwritten signature in black ink, appearing to read "Gerald S. McNiel". The signature is stylized and cursive.

Gerald S. McNiel

Enclosure: RFP Response



Managed Services Agreement << SAMPLE >>

This Managed Services Agreement ("Agreement") made between Inline Network Integration, LLC. ("Service Provider" or "Provider") and Upshur County. ("Customer") is effective October 1, 2019 ("Effective Date"). By signing these Terms and Conditions below, Provider and Customer hereby agrees to the terms and conditions of this Agreement.

SERVICES. Provider agrees to provide the Products and Services (as defined in Appendix A) in accordance with the Terms and Conditions of this Agreement beginning on the Effective Date. Provider may perform additional technical, supplemental, or professional services (other than those defined in Appendix A) for Customer at either Provider's published pricing rates or at rates mutually agreed to in writing between Customer and Provider. The Customer agrees to comply with all reasonable requests of Service Provider and to provide access to all documents and files necessary to perform duties under this Agreement.

TERM AND RENEWAL. The Initial Term ("Initial Term") of this Agreement shall be two (1) year, commencing on the Effective Date and shall automatically renew at expiration of the Initial Term for successive terms of one (1) year unless cancelled or terminated earlier pursuant to the express terms of this Agreement (in each case, a "Renewal Period"). Customer agrees to be bound by the service term. Provider may cancel or elect not to renew the Products and Services at will by delivering to Customer a written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or any subsequent term.

CUSTOMER CANCELLATION/ NON-RENEWAL. In order to cancel or elect not to renew any Product or Service, Customer must submit a written notice to Provider's billing department specifying Customer's election to cancel or not renew the Products and Services at least thirty (30) days prior to expiration of the Initial Term or any subsequent term. Customer acknowledges and agrees that no product or service will be cancelled, all products and services shall continue to renew and Customer will continue to be billed for all products and services unless customer cancels the products and services as provided in this section.

TERMINATION. Provider may immediately terminate this Agreement at any time, and without liability, upon the occurrence of any of the following events ("Provider's Services Termination"): (i) Customer's failure to pay any overdue amount within thirty (30) days after payment is due or (ii) Customer's material breach or violation of any provision of this Agreement (other than such violations set forth in clauses (iii) and (iv) below) that is not cured within four (5) business days of Customer's receipt of written notice from Provider referencing such breach or violation; (iii) Customer ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within one hundred eighty (180) calendar days, or making an assignment for the benefit of its creditors; or (iv) Provider determines in its sole discretion that Customer continues to host content that may subject Provider to legal liability (in which case, Provider may terminate or modify the Products and Services to avoid such liability).

Customer may terminate this Agreement with respect to all, and not less than all, of the Products and Services without liability (except for Charges due through the effective date of such termination) upon the occurrence of a material breach by Provider of its obligations to provide the Products and Services according to the terms of this Agreement that is not cured within fourteen (14) business days after written notice from Customer describing such breach in detail is received by Provider ("Customer Termination"). In the event of a Customer Termination, Customer shall pay all outstanding amounts payable through the effective date of such termination. If Customer terminates this Agreement for any reason other than a Customer Termination, Customer shall pay to Provider an amount equal to all unpaid Charges through the effective date of such termination and (i) in the case of any Product and Service subscribed for on a month-to-month basis, all Charges for the Products and Services through the remainder of the Initial Term or any subsequent term as applicable and (ii) in the case of any Product and Service subscribed for other than on a month-to-month basis, all Charges for the Products and Services through the remainder of the Initial Term any subsequent term..

Upon termination of this Agreement, Provider and Customer shall have no obligations to each other, except as provided in this Agreement. Upon termination of this Agreement, Customer shall pay all Charges and other amounts due and payable to Provider. Provider shall make available all Customer's data and data records in association with the services provided by Provider as soon as reasonably possible after the date of termination. Customer shall incur all reasonable costs associated with any requests to expedite arrangements. Customer's data shall only be made available to them unless Customer is not default under the Terms and Conditions of this agreement.

PAYMENT. Customer agrees to pay all charges, fees, penalties, early cancellation charges, and other amounts due under this Agreement (collectively "Charges") in US dollars. Except as otherwise provided for herein, all Charges for the Products and Services, and for any additional services described herein, shall be due for that month's services. The first month's payment for services is due in advance of Effective Date. Subsequent payments shall be via (i) wire/electronic transfer or check due NET 30 days of invoice (ii) through a recurring monthly charge to Customer's designated credit card (see Exhibit B), OR (iii) prepayment for the entire year. Customer shall also pay to Provider all reasonable expenses incurred by Provider in exercising

Managed Services Agreement

any of its rights under this Agreement or applicable law with respect to the collection of a payment default, including reasonable and necessary attorneys' fees and court costs. Should Customer's credit card be declined, Provider may suspend all Products and Services under this Agreement if Customer fails to pay any past due amount within thirty (30) days after payment is due and payable as prescribed in this Agreement. If such past due amounts remain unpaid for an additional fifteen (15) days thereafter, Provider may terminate this Agreement. Customer shall be deemed to have accepted as conclusively accurate any Charges that it has not disputed in writing and delivered to Provider within thirty (30) days of the Charge date. Customer may withhold the disputed portions of payments that are properly and timely disputed within thirty (30) days of receipt of the invoice absent good cause as to why Customer failed to timely dispute charges on an invoice as long as Customer timely pays all undisputed charges that are outstanding. The parties shall work together in good faith to resolve any such disputed charge(s).

SALES, USE AND EXCISE TAXES. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

NOTICES. Unless otherwise specified herein, all notices, requests and other communications hereunder shall be sufficiently given if in writing and delivered by email, facsimile transmission, recognized overnight courier, USPS postal, registered or certified mail to the address or facsimile number of Customer listed in Provider's records or if to Provider then to the address set forth below. Such notices or other communications shall be deemed to have been given on the date that return confirmation is received.

If to Provider:

Inline Network Integration, LLC.
14275 Midway Rd, Suite 160
Addison, Texas 75001
Facsimile: (469) 250-4931

If to Customer:

Upshur County
PO Box 790
Gilmer, TX 75644

CUSTOMER COOPERATION. Customer agrees to comply with all reasonable requests from Service Provider and to provide access to all documents and files necessary to perform Provider's duties under this Agreement.

USE OF CUSTOMER'S NAME. Customer agrees that Provider may, upon written consent by Customer, publicly disclose that Provider is providing services to Customer and may include Customer's name in any promotional materials, such as press releases or Provider web site. Neither party may publicly use the other party's logo or other trade or service mark without that party's written consent.

NO-HIRE PROVISION. During the term of this Agreement or any subsequent term, and for a period of one (1) year thereafter, Customer agrees that it shall not hire the Provider's employees, directly or indirectly through any third-party including but not limited to postings in the newspaper, magazines, trade journals and websites, or otherwise use the services of the Provider's Employees outside the scope of the business relationship between Provider and Customer without the prior written consent of Inline Networks. In the event Customer breaches the provisions of this Agreement, Customer shall pay to Provider as liquidated damages, and not as a penalty, an amount equal to one hundred percent (100%) of any such hired Personnel's most recent base annual salary or annual contracting rate/fee. For the purposes of this Agreement, "Personnel" is defined as any current employee of Provider during the tenure of the Agreement or any subsequent term.

ACCEPTABLE USE POLICY ("AUP"). Customer agrees to use Provider's services only in accordance with applicable law and for lawful purposes. Customer shall not use or permit others to use Provider's services (including transmitting, posting or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy, the Customer agrees to cooperate with Service Provider to cease the noted activities. Service Provider reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Customer shall be responsible for all authorized uses of services. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

Managed Services Agreement

INDEMNIFICATION. Customer agrees to indemnify and hold harmless Provider, its subsidiaries, their affiliates and each of their respective officers, directors, employees, and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which losses arise out of, or relate to the Agreement, Customer's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

Provider agrees to indemnify and hold harmless Customer, its subsidiaries, their affiliates and each of their respective officers, directors, employees, and agents (each a "Customer Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which a Customer Indemnified Party may become subject and which losses arise out of, or relate to the Agreement, Customer's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse a Customer Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Customer Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Customer Indemnified Party is a party, provided however, that this indemnity shall be limited to Customer's loss from Provider's gross negligence or willful misconduct.

DISCLAIMERS; LIMITATION ON COMPANY LIABILITY. Service Provider shall not be liable for (i) any indirect, incidental, special or consequential damages, or for any loss of profits or loss of revenue resulting from the use of the products and services by the customer or any third parties or any failure or interruption of the products and services. Provider provides all products and services "as is," without warranty of any kind, whether express or implied and disclaims all implied warranties, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Customer shall be solely responsible for the selection, use and suitability of the products and services and Provider shall have no liability therefore. No claim may be asserted by customer against Provider more than two (2) years following the date of the event that underlies any such claim.

THIRD PARTY PRODUCTS. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by Service Provider. Provider's sole obligation is to act on behalf of customer to assist in the satisfaction of any such warranty.

OWNERSHIP. Provider shall be the sole owner of all intellectual property, and all derivatives thereof, that Provider may develop in the course of providing the Products and Services to Customer. Each party to this Agreement retains exclusive ownership and rights in its trade secrets, inventions, copyrights, trademarks, patents and other intellectual property. Customer shall have sole ownership of Customer's hosted data and Provider shall make no claim to ownership of Customer's hosted data.

THIRD-PARTY BENEFICIARIES. There shall be no third-party beneficiaries to the Agreement, including customers, employees, agents, or insurers.

ASSIGNMENT. This Agreement shall not be assignable by Customer without Provider's prior written consent. Provider may assign or subcontract its obligations under the Agreement in whole or in part upon written notice to Customer. This Agreement shall be binding upon and inure to the benefit of any permitted assignee, and any such assignee shall agree to perform the obligations of the assignor.

CONFIDENTIALITY. "Confidential Information" shall mean work product, business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), technical information (including but not limited to, functional and technical specifications, designs, training materials, drawings, analysis, research, processes, computer programs, methods, ideas, "know-how", and the like), and any and all information or proprietary materials (in every form and media), not generally known in the relevant trade or industry and that has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with the Services provided by Supplier and that (i) are labeled as confidential or proprietary, (ii) if verbally disclosed with an acknowledgement noting the confidential nature of the verbal disclosure or (iii) under the circumstances surrounding its disclosure, should in good faith reasonably be treated as confidential. Provider's use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions. With respect to the Confidential Information, Provider agrees that:

- Provider shall treat as strictly confidential, and use all reasonable efforts, including implementing reasonable physical security measures and operating procedures, to preserve the secrecy and confidentiality of all Confidential Information received from customer.
- Provider shall make no disclosures whatsoever of any Confidential Information except as is required by law, regulation or court order.
- In the event of termination of this Agreement, all Confidential Information shall be returned or destroyed provided Provider is not required to retain said Confidential Information by law or court order.

Managed Services Agreement

- Provider shall provide full voluntary disclosure to Customer of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of this section shall survive such termination and remain in full force and effect.

LEGAL INVESTIGATIONS. Provider will comply with any court orders related to any inquiries into Customer including: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). In the event of any Investigation, Provider will provide Customer notice as soon as reasonably possible of any such request in order to provide Customer time to make objections to any request. Provider may charge Customer or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with Provider's compliance with any Investigation. Provider shall not be in default solely for Provider's compliance with any Investigation that may cause Customer to incur downtime or requires the sequestration of all or a portion of Customer's Data.

GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the state of Texas. Customer (i) hereby irrevocably submits to the exclusive jurisdiction of the courts of the state of Texas located in Dallas county and the United States District Court for the Northern District of Texas, for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof or any of the transactions contemplated hereby brought by the customer or Provider or their respective successors or assigns, (ii) hereby irrevocably agrees that all claims in respect of such suits, actions or proceedings may be heard and determined in such Texas State Court or, to the fullest extent permitted by law, in the United States District Court for the Northern District of Texas and (iii) to the extent permitted by applicable law, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. A final judgment obtained in respect of any action, suit or proceeding referred to in this section shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any manner as provided by applicable law.

FORCE MAJEURE No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event which is beyond the reasonable control of such party (each of the foregoing, shall be deemed a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of sixty (60) days or more and, if the non-affected party is Customer, receive a refund of any unearned amounts paid to the Service Provider in advance for the affected Services.

PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral Agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.

ENTIRE AGREEMENT: This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral Agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.

Managed Services Agreement

INDEPENDENT CONTRACTOR: This Agreement is by and between the Customer and Provider and is not intended, and shall not be construed, to create a joint venture, partnership or association as between the Customer and Provider. No employment relationship is intended by the execution of this Agreement.

Inline Network Integration, LLC

Representative Name:

<< DRAFT >>> _____

Representative Title:

<< DRAFT >>> _____

Authorized Signature:

<< DRAFT >>> _____

Date:

<< DRAFT >>> _____

Customer: Upshur County

Representative Name:

<< DRAFT >>> _____

Representative Title:

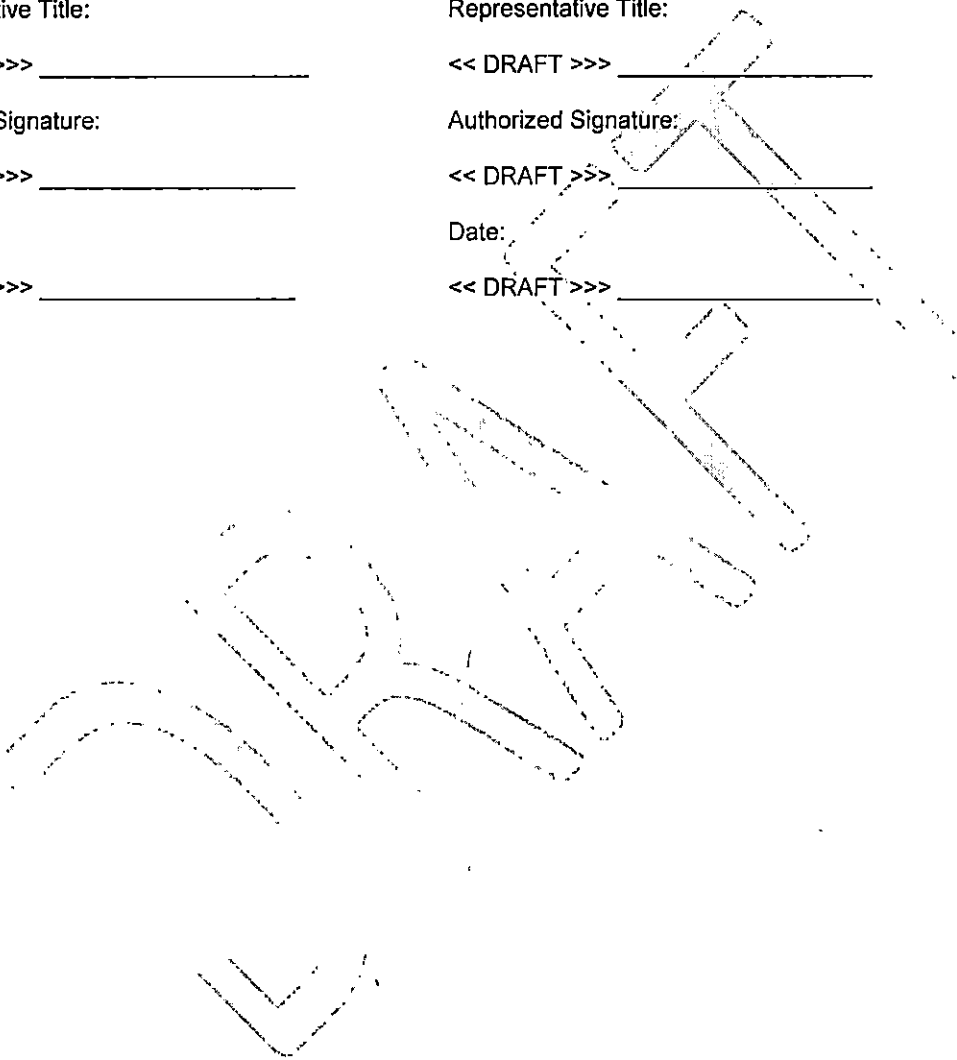
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Authorized Signature:

<< DRAFT >>> _____

Date:

<< DRAFT >>> _____



Managed Services Agreement

APPENDIX A - PRODUCTS AND SERVICES

Managed Service Fee (monthly) & Existing Sites Included in this Agreement

The following site locations are included in the monthly managed service Agreement. Any additional sites/ locations would require an addendum to this Agreement and may incur an additional service fee based on the services required for the site.

Note: No additional charges for weekends, after hours, or holiday support.

Site	Address	Address
Courthouse		100 W Tyler Gilmer TX 75644
Tax Office	Main	215 N Titus Gilmer, TX 756444
	Gladewater	2498 W Upshur Ave Gladewater, TX 75647
	Diana	1750 US-259 Diana, TX 75640
Network/Server		100 E Cass Gilmer, TX 75644
Sheriff		405 N Titus Gilmer, TX 75644
CID		405 US-271 Gilmer, TX 75644
Rock		100 E Butler Gilmer, TX 75644
Road and Bridge		2255 HWY 271 N Gilmer, TX 75644
Library		702 W Tyler St Gilmer, TX 75644

Managed Services:

\$ 5,750.00 per month

Managed Services Agreement

Included with the Managed Services Fee:

Consulting and Design

Provide Consulting and planning including routine meetings to review and plan current and future Information Technology needs and projects.

Network Operations Center (NOC)

Our network operations center (NOC), integrates your corporate network and locations into Inline's operation center. This service provides preventative maintenance, network analytics, systems health reports, alarm notifications, up and down notices, SNMP polling, flow capture and more. This ensures proper systems functionality.

The NOC also monitors your critical network infrastructure 24 hours a day, 7 days a week, and 365 days a year. This includes servers, network switches, firewalls, routers and wireless access points for system status (up or down) and critical system metrics such as port utilization and errors. The critical alerts will be provided to your designated team members.

Security Protection (Email SPAM and Virus Cloud Services / Antivirus)

Email spam filtering and antivirus protection cloud services.

Help Desk Services

Centralized team to handle and manage all inbound service requests or incidents.

These services are available to you from 6:00 AM – 7:00 PM Monday through Friday Central Time, and on an on-call basis on weekends. Our help desk team is located in our Longview, Texas office. Our Dallas and Tyler offices can serve as a backup call center in the event of a weather or technical event that would prevent the primary site from receiving calls.

Ticketing/ Incident Tracking

All incidents will be tracked with a support ticket. A Portal will be available to management for reporting and manual ticket input.

Tier 1 / 2 / 3 Support

Inline Network Integration will provide tier 1, 2, and 3 services to resolve technical hardware, software, and other technical issues as required.

Remote Technical Support

When there is a known issue, our technicians will first try to resolve the problem through remote access connections. Our technicians use software that allows them to access the user's desktop via the internet. With the user's permission, our technicians can take control of the user's machine and try to resolve the issue remotely. If the problem cannot be resolved, an on-site technician may be sent to your location to be resolved.

On-site Technical Support

When an issue cannot be resolved remotely, you'll receive hands-on support. One of our field technicians or consultants will come to your location and resolve the issue in person as needed. On-site support isn't only when problems arise. Our team members will also schedule a few on-site visits for maintenance activities such as scheduled repairs, installations, etc.

The on-site IT team will handle day to day service tickets for desktops, laptops, and related peripherals Inline will provide overflow and remote assistance as needed and will provide on-site when the local IT team is not available.

Managed Services Agreement

Help Desk Response Time

Includes access to a toll-free support phone number users can call to reach the help desk. Technicians will address incoming service requests and make contact with the appropriate resources within the following parameters:

- All inbound trouble tickets will be responded to within one hour (1) hour of receipt and our technicians will contact the user on the ticket. The trouble ticket will be assessed and handled at that time. The trouble ticket will be escalated to the appropriate resource within two (2) hours for any critical tickets that impact a site.
- Contact with the ticket owner or technician will be maintained throughout the life cycle of the trouble ticket and followed up daily until closed.
- Upper management, as defined later, will be included in any and all communications in regards to events that qualify for Tier 3, or that result in a loss of service.

All service requests will be entered into a ticket tracking system that provides real time updates via e-mail as well as an online portal. Ticket status can be escalated as needed to resolve.

Servers & Workstation Support

Inline will monitor and maintain software updates, hardware integrity, server utilization, storage availability, data backups, antivirus protection, event logs, and more to ensure that maximum overall systems are functioning efficiently and properly.

Data Backups

Inline Network Integration will provide cloud based backups for servers and applications including email, databases, and files.

Application Support

Inline Network Integration will support applications within client environment including contact software vendor support teams to resolve issues, manage updates, and assist users with day to day usage.

Cloud Services and Application Support

Inline Network Integration will provide support for cloud services and applications in use by the client.

Network

Inline will provide support for all Core, Edge and Perimeter network appliances including Ethernet switches, routers, firewalls, wireless access points, layer 2 transport equipment and any other network devices installed within the client locations.

Peripheral Support

Printers, Scanners, and other devices used by Customer to support applications or operations are included in the Agreement, but as a secondary support team. Primary support will be provided by the local ASI support team.

Emergency On-call Services

In the event of an emergency, Inline offers technical support 24 hours a day, 7 days a week, and 365 days a year. An emergency means a system-wide failure that affects the entire company or a significant portion of your company.

Email / IMail

Maintenance and support of Email server and services.

WEB site Maintenance

Maintenance and updates to the County WEB site, not including development, WEB site design work, or writing software.

Managed Services Agreement

Excluded Services:

<<DRAFT >> Provider may perform additional technical, supplemental, or professional services (other than the Products and Services in Appendix A) for Customer at either Provider's published pricing rates or at rates mutually agreed to in writing between Customer and Provider. The following services are not included with this Agreement and may be subject to additional fees.

Hardware/ Software Purchases and Installation Fees

- Inline offers hardware and software at competitive rates. Any hardware or software purchases are subject to an additional charge and are not included in this Agreement.
- Some hardware or software purchases may require an installation or build-out fee. Installation fees vary and will be listed on the hardware quote, which must be approved in writing by the Customer before ordering.

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FILED
TERRI ROSS
COUNTY CLERK
2019 SEP 16 AM 10:49
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY