



**Wharton County
Junior College**

**Proposed Agenda Item
Board of Trustees Meeting**

Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: August 17, 2021

Date of This Proposal: August 9, 2021

SUBJECT (item as it will appear on agenda):

Approve the contract with RockIT Consulting LLC to provide professional services in support of the college network.

RECOMMENDATION:

Approve the contract with RockIT Consulting LLC to provide professional services in support of the college network.

BACKGROUND/RATIONALE:

The full-time position of Network Administrator is being filled with professional contracted services provided by RockIT Consulting LLC. RockIT Consulting will provide remote and on-site technical services in the following areas:

- Management of WCJC's Firewalls, Wireless, Switches and Servers
- Maintenance of WCJC's Domain
- Management services of WCJC's Network Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP)
- Management of WCJC's email

Estimated Cost and Budgetary Support (how will this be paid for?): \$68,000.00

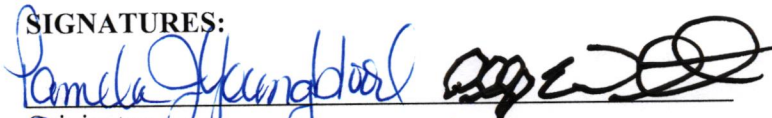
Current Unrestricted Operating Budget for 2021-2022

RESOURCE PERSON(S) [name(s) and title(s)]:

Philip Wuthrich, Director of Purchasing

Pamela J. Youngblood, Vice President of Technology

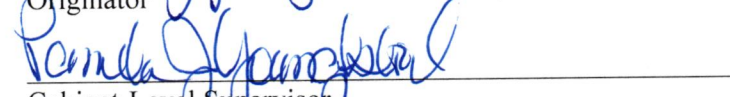
SIGNATURES:



Originator

8/9/2021

Date

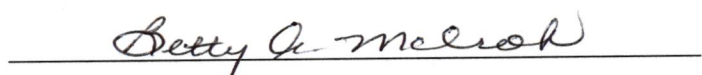


Cabinet-Level Supervisor

8/9/2021

Date

PRESIDENT'S APPROVAL:



8-9-21

Date



We have prepared a quote for you

Monthly Managed Services - (1Yr Contract)

Quote # 001631

Version 1

Prepared for:

WCJC

Robby Mathews
robbym@wcjc.edu

▶ Scope of Work Agreement

RockIT Consulting, LLC Terms and Conditions

This Agreement "Agreement" is entered into Between RockIT Consulting LLC. ("RockIT"), and Wharton County Junior College ("Client"), with its principal place of business located at 911 Boling Highway and shall be effective as of September 1, 2021 (the "Effective Date").

1. Terms.

The Agreement shall commence as of the Effective Date and shall continue for one full year from the date of signing or 09/1/2021. This Agreement can be extended by mutual consent of the parties hereto upon the same terms and conditions for a period of time as agreed upon by both parties in writing.

2. Objectives.

Provide remote and on-site managed support of the on-site network including weekly event log monitoring, best practice configuration and issues resolution.

3. Scope of Service.

RockIT shall provide remote and on-site technical services up to and including the following:

1. Monthly Network Management of Firewall, Wireless, Switches & Servers
 - o Troubleshooting of wireless, firewall, switch and server issues.
 - o Firewall, Wireless Network, Switch and Server maintenance scheduling.
 - o Active directory changes.
 - o Software patch whitelisting and installation.
 - o Emergency Support
2. Domain Maintenance
 - o AD user and group management.
 - o Azure AD sync monitoring and management.

- o Domain health management.
- o DNS health management.
- o GPO Management

3. Services

- o DHCP Management.
- o Network DNS Management.

6. Email

- o Exchange and Google mail flow management.

4. Client Responsibilities.

Including but not limited to:

- Client is responsible for notifying RockIT by phone or email at support@rockit-consulting.com
- Client must provide access to all required locations for troubleshooting and issues resolution.
- Client will maintain a current contact list containing at least two emergency contacts for the purposes of both during and afterhours incident management.
- Client will provide RockIT with change control dates and times to be used for hardware/software configurations changes requiring a reboot or affecting network service.
- Client is responsible for all software licensing and subscriptions.

5. Assumptions

1. New hardware will not be installed under this contract unless agreed upon by both parties in writing.
2. Neither hardware, software, licensing nor physical cabling shall be provided nor is a

part of this contract and shall be considered out of scope.

3. Any single issue requiring more than 8 (eight) hours of support will be considered as a separate project and will not be covered under this contract. A change order or additional scope of work can be provided to client should the need occur.

6. Compensation and Terms.

Client is responsible for payment and any and all taxes, federal, state, and local municipal.

Any extra services that are required and are not listed in scope can be added to this contract with a change order or separate scope of work. The change order or separate scope of work will detail extra services to be provided and must be signed by client prior to service starting. Work performed outside of this contract and with approved change order will be available at a standard rate of **\$120/hr** unless agreed upon by both parties in writing. A minimum of four hours will be charged for any on-site work, outside of scope, performed at the locations of the Client. A minimum of one hour will be charged for any off-site work, outside of scope, performed remotely for the client. A signed copy of this document is required before any work will commence. An invoice will be provided each month detailing the hours used. Payment shall be due in full within 30 days after presenting of the invoice. In the event of nonpayment or late payment RockIT reserves the right to cease consulting services and or charge a late payment fee of five percent.

7. Expenses. Client shall pay all expenses reasonably incurred by RockIT in the course of performing services under this Agreement, as mutually agreed upon in writing by the parties hereto.

8. Confidentiality. RockIT shall treat as confidential and shall not disclose or use for the benefit of any person other than Client any and all information made available or disclosed to RockIT as a result of or related to this Agreement; provided, however, RockIT shall have no obligation hereunder as to any portion of such information which is disclosed by Client to others without any restriction on use and disclosure.

9. Waiver, Modification, or Cancellation. Any waiver, alteration, or modification of any of the



provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment. Any attempt to assign or transfer any rights, duties, or obligations herein shall render such attempted assignment or transfer null and void.

11. Liability In no event shall RockIT be liable for any damages, loses, cost, expenses, and causes of action (including attorney’s fees and court costs) due to operations or activities under the terms of this Agreement.

12. Hiring. Client Is not to hire or make offers of employment to RockIT employees, either directly or indirectly during the project and for a time of 6 months following the completion of the project

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Professional Services

Description	Price	Qty	Ext. Price
Professional Services Consultant II - Network Infrastructure Administration - Adhoc Monthly Service - Not to exceed: 48 Hrs Per Month - 1 Year Contract Contract : September 1, 2021 - August 31, 2022	\$68,000.00	1	\$68,000.00
TIPS - 200105 Technology Solutions Products and Services	\$0.00	1	\$0.00
Subtotal:			\$68,000.00

Terms and Conditions

RockIT Consulting LLC. Terms and Conditions

1. SCOPE OF AGREEMENT. This Agreement applies to Client and Client’s Affiliates, as well as, RockIT Consulting and RockIT Consulting’s Affiliates regarding the purchase of services, as well as, licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, “**Service**”) of **Ad-Hoc Services including Network troubleshooting, documentation and configuration assistance as well as Server related assistance**. For purposes of this Agreement, “**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Client or RockIT Consulting, as the case may be. The parties hereby agree that the parties may execute Addenda under this Agreement. In the event of any conflict between this Agreement and any Addenda, the terms of the Addenda will prevail.

2. TERMINATION. This agreement begins on the Effective Date and continues through the term and shall automatically renew at the end of the term for successive one year terms, unless written notice is received by RockIT Consulting 30 days prior to the end of the term. RockIT Consulting anticipates that its costs for providing services will increase. Accordingly, RockIT Consulting reserves the right to increase its fees on the renewal date of each RockIT Consulting Agreement. RockIT Consulting may terminate this agreement and Addenda at its discretion without cause at any time. Termination of this agreement and each Addendum shall be in addition to and not in lieu of equitable remedies available to RockIT Consulting.

3. PAYMENT AND DELIVERY. Client will pay RockIT Consulting at the rate of **(\$68,000.00 per year for 48 hours a month)**, all fees due upon receipt of an invoice specifying the amounts due (“**Fees**”). All Fees payable under this Agreement are exclusive of sales tax, use tax, VAT, customs duties, excise, and any other applicable transaction fees or taxes, which Client will pay. If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent percent (1.5%) per month from the

date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by RockIT Consulting or its representatives in enforcing its rights under this Agreement. Client's obligation to pay undisputed amounts due for Service and RockIT Consulting's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Product is FOB shipping point. Client agrees to pay or reimburse RockIT Consulting for all actual, necessary, and reasonable expenses incurred by RockIT Consulting in delivery of Services. RockIT Consulting will submit invoices to Client for such fees and expenses. In the event of nonpayment, RockIT Consulting may suspend services. A minimum of four hours will be charged for any on-site work performed at the locations of the Client. A minimum of one hour will be charged for any off-site work performed remotely from the Client.

RockIT Consulting reserves the right to adjust the fees if (i) the supported environment materially changes (i.e. the number of end users, workstations, servers, network elements supported or other changes in the IT infrastructure) or (ii) the level of support required by the client changes.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 Ownership. RockIT Consulting owns all right, title and interest in the Deliverables, including all intellectual property rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Client rights in RockIT Consulting's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by RockIT Consulting or jointly with Client.

4.2 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "**Discloser**"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "**Recipient**").
a) Definition. The term "Confidential Information" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

b) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

5. ALLOCATION OF RISK.

5.1 Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4 & SECTION 6.4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

5.2 Limitation of Liability. ROCKIT CONSULTING'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICE DELIVERED 30 DAYS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

6. SERVICES-SPECIFIC TERMS.

6.1 All Necessary Rights. If, as part of RockIT Consulting's performance of Services, RockIT Consulting is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Client, then prior to RockIT Consulting's performance of such Services, Client will acquire all rights necessary for RockIT Consulting to perform such Services.

6.3 Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than RockIT Consulting and Client. All of the Services performed by RockIT Consulting will be performed as an independent contractor. RockIT Consulting will perform such Services under the general direction of Client, but RockIT Consulting will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. The parties are independent contractors of each other, and no partnership or joint venture is intended or created by this Agreement.

6.4 Agreement Not To Hire RockIT Consulting Agents. Client acknowledges that it will have access to, and the use of, RockIT Consulting's trained personnel, referred to as "Agent", which includes but is not limited to current and former consultants, technicians, helpdesk staff, and managers. During the term of this Agreement, and for a period of two (2) years following the date RockIT Consulting ceased providing all Services for Client, Client will not hire Agent, directly or indirectly (including through a temporary agency, Professional Employer Organization, competing company, or the like). This "no-hiring", no "temp-napping" provision precludes the hiring, directly or indirectly, of any such Agent or person employed by or acting as a temporary placed by RockIT Consulting regardless of the nature of such Agent's separation from service with RockIT Consulting. Upon RockIT Consulting establishing a violation of this provision by Client, RockIT Consulting shall be entitled to recover as damages the greater of an amount equal to:
a) Two (2) full year's compensation paid (or which would have been paid based upon a full year's work) by Client to RockIT Consulting or
b) One (1) year's compensation paid (or which would have been paid based upon a full year's work) to such Agent by RockIT Consulting and/or RockIT Consulting's affiliated companies. Additionally, RockIT Consulting shall be entitled to all attorney's fees and costs of collection incurred by RockIT Consulting to recover the sums due hereunder.

The parties agree that the amount of damages set forth herein are reasonable but will not make RockIT Consulting whole with respect to such action. The parties acknowledge that the damages set forth above are necessary due to the difficulty of precisely calculating the full nature and extent of damages arising from breach of such provision

6.5 Mutual Indemnity. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the

indemnifying party's employees or contractors arising out of this Agreement and while at the Client's premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

6.6 No Third Party Beneficiary. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

7. MISCELLANEOUS and OTHER PROVISIONS.

7.1 Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect.

7.2 Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated or as later amended, and deemed effective when received.

7.3 Assignment. Client may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of RockIT Consulting.

7.4 No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

7.5 Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, terrorism, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4 and Section 6.4.

7.6 Work by Others. RockIT Consulting will not be held responsible for problems or issues that arise from work performed by individuals who are not direct representatives of RockIT Consulting. If problems arise due to work by others, Client shall pay any reasonable amounts incurred to bring the equipment and or network back to the prior network configurations before work was done by others.

7.7 Entire Agreement. This Agreement, together with each Addendum, constitutes the entire agreement between Client and RockIT Consulting, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This Agreement may be modified only in mutually signed writing between Client and RockIT Consulting.

7.8 Referencing. Client agrees that RockIT Consulting and its Affiliates may refer to Client as a Client of RockIT Consulting, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of RockIT Consulting who wish to evaluate the technical specifications of Service.

7.9 Dispute Resolution and Governing Law. Any controversy or claim arising out of or relating to THE SERVICE AND/OR this agreement WILL be subject to arbitration administered by the American Arbitration Association under its commercial arbitration rules. The award and any findings OF THE ARBITRATOR must be filed within THIRTY (30) days of the final arbitration hearing. Judgment on ANY award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing contained in this section will limit either party's ability to seek INJUNCTIVE relief in any court. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE. THIS AGREEMENT will BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.

7.10 Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

7.11 Universal Construction. Each Party acknowledges this Agreement is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

8. SERVICES.

8.1 Minimum Standards Required for Services. Best practices have minimum standard network requirements. In order to provide the service and support outlined in this agreement, the Client's network must meet certain minimum standards as outlined.

a) Software Minimum Requirements.

- 1) Operating System on servers and workstations must be currently supported by the Manufacturer and/or Vendor ("Vendor") and have service packs and critical updates applied
- 2) All software must be genuine, licensed, and supported by its Vendor

b) Hardware Minimum Requirements.

- 1) Must have 100mbps or faster enterprise class network switches and all hubs must be replaced
- 2) All wireless data networks must be properly secured
- 3) Servers must have UPS power management in place

c) Network Environment Requirements.

- 1) Adequate bandwidth for remote support and monitoring
- 2) Infrastructure must be built around industry standard, Vendor stated best practices
- 3) Environment must have licensed, up to date, network based antivirus and malware protection software running and enabled
- 4) Must have industry standard enterprise class firewall between the internet and the internal network

d) Remediation Project. Costs required to bring Client's environment up to these minimum standards are not included in this Agreement and will be quoted

under a separate Addendum.

8.2 Hardware and Software Replacement Cost. Hardware and Software replacement strategy is handled on a case-by-case basis and as such, the cost associated with upgrades or replacement are not included in this agreement. Hardware and software replacement can take the form of warranty, extended warranty, Vendor's support contract, on-site spare, or purchase as needed. Hardware and software support options will be discussed as part of scheduled business reviews to insure an appropriate hardware replacement strategy exists for all critical equipment.

In order to assist Client quickly and proficiently, RockIT Consulting may loan equipment to Client for temporary use. If this loaned equipment is stolen, damaged or destroyed, or needs to be replaced for any other reason, the Client agrees to pay replacement cost.

8.3 Limitations of Technology. Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that RockIT Consulting may be unable to monitor, manage, or patch. RockIT Consulting agrees to inform Client when such situation exists and Client agrees to correct situation if applicable, and to hold RockIT Consulting harmless in any case.

Because there are risks associated with applying and failing to apply patches, RockIT Consulting constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems.

Spam control, patch definitions and antivirus definitions are managed and/or distributed by their respective software Vendor, and as such, RockIT Consulting has no direct control over the effectiveness or lack thereof of the software being applied. RockIT Consulting shall not be held responsible for interruptions in service due to patches released by software Vendor.

8.4 Excluded Services. Service rendered under this Agreement does not include:

- a) Parts, equipment or software not covered by Vendor's warranty or support
- b) Cost of any parts, equipment, or shipping charges of any kind
- c) Cost of any software, licensing, or software renewal or upgrade fees of any kind
- d) Cost of any 3rd party Vendor support or incident fees of any kind
- e) Cost to bring Client's environment up to minimum standards required for Services
- f) Service and repair made necessary by the alteration or modification of equipment other than that authorized by RockIT Consulting
- g) Maintenance of application software packages, whether acquired from RockIT Consulting or any other source
- h) Programming (modification of software code)

9. ONSITE AND AFTER HOURS SERVICES Except for Clients with Premium Services, all onsite and after hours technical services will be billed at the associated hourly rate. All hourly billable time is calculated in 1 hour blocks rounded up to the nearest interval.

Client understands that due to the complexity of technical issues the resolution of an issue may not be conclusive without trouble shooting. Trouble shooting, inherently, involves a step-by-step process. It may be necessary to have time intervals between each step before an issue is resolved. Consequently, it is not always possible to resolve an issue with one onsite visit. Regardless, all onsite visits will be charged at the associated hourly rate.

In order for RockIT Consulting to perform its services adequately, RockIT Consulting must have proper and adequate access to Client's facilities. It will be the Client's responsibility to provide such access. Facility access may be denied to RockIT Consulting for any reason at any time, however, if RockIT Consulting's onsite access is denied, RockIT Consulting still bills for time. A minimum of four hours will be charged for any on-site work performed at the locations of the Client. A minimum of one hour will be charged for any off-site work performed remotely from the Client. A minimum of four hours will be charged for any work done after hours or for any work done on Weekends and RockIT Consulting Holidays. RockIT service hours are from 8:00 am to 5:00 pm Central Time.

This Agreement is effective only upon execution by RockIT Consulting and Client. Each party hereto warrants and represents that this Agreement constitutes the legal, valid and binding obligation of such party as of the Effective Date and each signer hereto affirms that he/she has the actual authority to execute this agreement on behalf of the Client and bind the Client to the terms contained herein.

14655 Northwest Freeway, Suite 119
Houston, Texas
77040
www.rockit-consulting.com
281-455-9509



Monthly Managed Services - (1Yr Contract)

Prepared by:

RockIT Consulting LLC.



Nicky Stavinoha
832-723-9732
nstavino@rockit-consulting.com

Prepared for:

WCJC

911 Boling Hwy
Wharton, TX 77488
Robby Mathews

robbym@wcjc.edu

Quote Information:

Quote #: 001631

Version: 1
Delivery Date: 08/09/2021
Expiration Date: 09/06/2021

Quote Summary

Description	Amount
Professional Services	\$68,000.00
Total: \$68,000.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

WCJC

Signature: 
Name: Nicky Stavinoha
Title: Senior Sales / Account Manager
Date: 08/09/2021

Signature: _____
Name: Robby Mathews
Date: _____