

MERCEDES CITY COMMISSION
REGULAR MEETING
MARCH 18, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation by Commissioner Martinez**
4. **Pledge of Allegiance by Commissioner Howell**
5. **Open Forum**
6. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held March 4, 2025
7. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Approval of appointment(s) to the Planning & Zoning Commission
 - b. Approval to accept the Certificate of Unopposed Candidates for the May 2025 Election
 - c. Approval to cancel the May 2025 Election for Commissioners Place 2 and Place 4
8. **Bids/Contracts**
 - a. Approval of E-Rate Category 2 bids for Library
 - b. Agreement for Specialized Professional Ambulance Billing Services.
9. **Monthly Departmental Reports**
 - a. Planning Monthly Report
 - b. Library Monthly Report
 - c. Finance Monthly Reports
 - d. IT Monthly Report
 - e. Fire Department Monthly Report
 - f. City Sec/HR Monthly Report
 - g. Parks Monthly Report and Project Status Spreadsheet
10. **Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel**

Matters) and Section 551.087 (Economic Development)

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update on litigation - Section 551.071
- c. Consultation with Attorney regarding Project Updates - Section 551.087

11. Open Session

- a. Possible Action pertaining to executive session item A
- b. Possible Action pertaining to executive session item B
- c. Possible Action pertaining to executive session item C

12. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, March 18, 2025 at 6:30 PM. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS 14TH DAY OF MARCH, 2025.

ATTEST:



Joselynn Castillo, City Secretary

Time of Posting: 4:20 p.m.

ACCESSIBILITY STATEMENT

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

**MERCEDES CITY COMMISSION
REGULAR MEETING
MARCH 4, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

MEMBERS PRESENT: Mayor Oscar Montoya
Commissioner Joe Martinez
Commissioner Jacob Howell
Commissioner Armando Garcia
Mayor Pro-Tem Ruben Saldana

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney (Virtual)
Patricio Avila, Asst. City Manager
Meredith Hernandez, Interim Finance Director
Francisco Sanchez, Police Chief
Javier Campos, Fire Chief/EMC
Kristine Longoria, Human Resources
Juan Vasquez, I.T Specialist
Tom Villagomez, Public Works Director
Marisol Vidales, Library Director
Richard Morin, Recreation Director
Armando Villela, Parks Director
Adrian Perez, Planning Director

1. Call Meeting to Order

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 p.m.

2. Establish Quorum

All members of the Commission were present which constitutes a full quorum.

3. Invocation by Mayor Pro-Tem Saldana

4. Pledge of Allegiance by Commissioner Martinez

5. Open Forum

Ms. Hinojosa stated her concern regarding the lack of sweeping on her street. She stated the sweeper went by a week ago and stated they only cleaned one side and did not go back to finish the other side of the street. She stated she lives on Liberty Street. There were no further comments and Mayor Montoya directed her to the Public Works Director.

6. Presentation

a. Introduction of MISD Superintendent Dr. Ben Clinton

Mayor Montoya welcomed and congratulated the new Superintendent, Dr. Ben Clinton to the City of Mercedes. Dr. Clinton shared his excitement about being a part of the City and working with Mercedes ISD. Mayor Montoya offered to work closely with the School

District and would like to set up a meeting. Dr. Clinton would like to raise school academics. The Commission welcomed Dr. Clinton to the community and expressed that with their leadership and faculty, they can produce great leaders. Dr. Clinton stated that with MISD success, there's City success. The Commission extended their support and asked that they provide their best to the children. Dr. Clinton stated he shares the same perspective as the Commission for Children. Mayor Montoya read the acknowledgment for Texas Public School Week and recognized all the staff and students present at the meeting. No action required.

b. Proclamation for Autism Acceptance Month

Mayor Montoya expressed his gratitude to see people in law enforcement stepping up to help do a fundraiser for Autism Acceptance. Ms. Melissa Ortiz stated from experience it may be difficult to find information that may help people with autism and the fundraiser will assist in providing information. Mr. Joel Serna addressed the commission about learning about his autism at the age of 7 which does not define him and he invited everyone to the fundraiser to assist in educating others about creating more understanding and inclusion for people with autism. Mayor Montoya welcomed and invited everyone to attend the fundraiser. Mayor Montoya read the proclamation. No action required on the proclamation. Commissioner Martinez motioned to move to item 7A. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

7. Management Items: Present, discuss, consider and possibly take action regarding:

a. Approval of Request for Sponsorship for the Mercedes Autism Acceptance Fundraiser
Commissioner Martinez motioned to approve the sponsorship for \$5,000. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

b. Approval of Possible Sponsorship for the TML Region 12 Workshop
Mayor Pro-Tem Saldana motioned to approve \$1,500. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

c. Approval of Certificate of Convenience & Necessity (CCN) Agreement for buyout and transfer of water CCN service area between the City of Mercedes, North Alamo Water Supply Corporation, and Buenavista Developers, LLC in reference to the development of Redstone Subdivision here in the City of Mercedes.

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Mr. Perez stated there is an entity building in the west side of the town and is in the CCN and water is with North Alamo. Mr. Adrian Perez stated the amount is \$13,000 for the water. The cost will be for the developer and not the city. Upon a called vote, the motion passed unanimously.

8. Consent Agenda

- a. Approval of Minutes for Meeting(s) held February 18, 2025
- b. Approval of Second and Final Reading of Ordinance 2025-06 amending the zoning code to R-1 Single Family Residential District
- c. Approval of Second and Final Reading of Ordinance 2025-07 amending the zoning

code to R-2 Duplex-Fourplex Residential District

d. Approval of items for surplus to be placed in auction

Commissioner Martinez motioned to approve A-D. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

e. Approval of Budget Amendment 2025-519-519

Mr. Perez stated the funds are for cameras for security. There was discussion regarding the funds being moved from Public Works Admin. Mr. Rocha clarified that the funds were allocated for a mother board for the fuel pumps, but when the city upgraded the servers, the issue with the fuel pumps was fixed. The funds would no longer be used for the fuel pumps and recommended the transfer to non-departmental for the security camera. The camera is to be used for documenting the vehicles that are disposing of sludge. The funds are in the I.T budget and will be transferred within the I.T budget. Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Mr. Rocha attended virtually and stated the amount was \$15,000. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions

a. Approval of Resolution 2025-07 in opposition to House Bill 1683

Commissioner Martinez motioned to approve. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously. Mayor Pro-Tem Saldana stated there is a bill that has been filed that is specific to Hidalgo County that, if passed, will need to go a centralized road system and one person would be hired to manage the road system for the entire county. Currently, the Precincts are in charge of their roads and distributing the funds. It was stated that moving to the new system would make it more difficult for smaller cities to get funds. The rest of the cities are also voting to oppose House Bill 1683. Upon a called vote, the motion passed unanimously.

b. Approval of Resolution 2025-08 regarding the State Crisis Intervention Grant

Commissioner Martinez motioned to allow Chief to speak on item B through E. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. Police Chief Sanchez stated the State Crisis Intervention Grant amount is for \$156,160.00. The Homeland Security grant is for an emergency operation center. The total grant amount is \$150,000.

Operation Lone star is a border related grant for overtime (\$50,000) and license plate readers 2 large ones and 2 smaller ones being \$204,000 for the equipment. The total amount of the grant is \$254,000.00

Operation Stone Garden total amount is \$93,000. This includes \$57,521 for equipment and \$35,479 for personnel overtime.

Commissioner Martinez motioned to approve items B. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

c. Approval of Resolution 2025-09 regarding the Homeland Security Grant

Commissioner Howell motioned to approve. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

d. Approval of Resolution 2025-10 regarding the Lone Star Grant

Commissioner Garcia approved. Commissioner Howell seconded. Upon a called vote, the

motion passed unanimously.

e. Approval of Resolution 2025-11 regarding the Stone Garden Grant
Mayor Pro-Tem Saldana motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

f. Approval of Resolution 2025-12 regarding the Border Zone Fire Department Grant
Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Fire Chief Campos stated last year they were able to purchase the command truck and UTV. The new grant they are looking at a skid steer that can cut a line during fires to stop it from spreading. The package comes with a vehicle trailer and skid steer. Upon a called vote, the motion passed unanimously.

10. Bids/Contracts

a. Consider of approval of First Amendment to the City of Mercedes Operations Services Agreement

Commissioner Martinez motioned to move items A and B to Executive Session.
Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

Back from Executive Session:

Commissioner Martinez motioned to consider item 10A. Commissioner Garcia seconded. Mr. Perez stated theres a 10-year agreement. Mr. David Salinas stated the 10 years is from the commencement of the agreement, which is from 2021. The original agreement was 5 years and the amendment is for a 5-year extension. Legal Counsel recommended adding the exit clause from the original agreement to the amendment. Mr. Perez asked if they could consider adding up to 45 lift stations and adding a 3rd stormwater pump which USW is in agreement to adding it to the agreement. He stated as long as they have sufficient resources to support the additional lift stations. Mayor Montoya asked them to add the verbiage to the agreement. Mayor Pro-Tem Saldana motioned to authorize the city manager to finalize the contract based on the terms discussed. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

b. Consideration of approval of CB3 Consultants, LLC lease to own multi-disc screw press

Commissioner Howell motioned to direct the city manager to determine the total cost. Commissioner Martinez seconded. Mayor Pro-Tem Saldana stated that Mr. Steven Cruz provided the city with two prices one to purchase outright, and the second is lease to own. Mr. Cruz stated that with the lease to own option, if in 2 years something breaks down, their company would be responsible for the maintenance of the equipment. The city would have cost savings using the equipment. Mr. David Salinas stated they would work closely with Mr. Cruz to provide the amount of sludge being hauled out and installation cost. Commissioner Howell amended his motion to approve pending legal review and ROI. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

11. Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)

Mayor Montoya called the meeting into executive session at 7:31 p.m.

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update on litigation - Section 551.071
- c. Consultation with Attorney regarding Project Updates - Section 551.087

12. Open Session

Mayor Montoya called the meeting back to order at 8:36 p.m.

- a. Possible Action pertaining to executive session item A
No action.

- b. Possible Action pertaining to executive session item B
No action.

- c. Possible Action pertaining to executive session item C
No action.

At this time, the Commission moved back to item 10 A and 10B.

13. Adjournment

Commissioner Martinez motioned to adjourn. Commission Garcia seconded. Upon a called vote, the motion passed unanimously at 8:55 P.M.

DATE: March 18, 2025
FROM: Denisse Hernandez, Planning Admin
ITEM: **Discussion and possible action to Approval of appointment(s) to the Planning & Zoning Commission**

BACKGROUND INFORMATION: Following George Salinas' resignation from the Planning and Zoning Board, there is now an opening for a new member. Mr. Michael Rivera has applied for the position. Mr. Rivera currently works in management at Johnson Controls and is an active developer in the community. A lifelong resident of Mercedes, he possesses both the experience and the aptitude to offer valuable insights and a community-driven perspective to the board's decision-making process. Additionally, through his work on local developments, Mr. Rivera has established a working relationship with the Planning Department.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

Account Number(s):

\$

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW:

ATTACHMENTS:

None

STAFF RECOMMENDATION:

NOTE: Applications are kept on file for (6) months for consideration.



city of
mercedes

It Starts Here! --- Queen City of the Rio Grande----

BOARD / COMMISSION APPLICATION

Name: Michael Rivera

Address: 615 Dawson Road, Mercedes, Texas 78570

Telephone No. Business: 414-524-8844 Home: 956-532-7640

Occupation: Sr. Technical Project Manager for Johnson Controls

Interests:

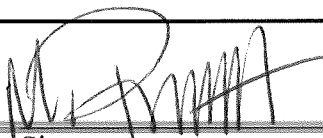
(Check *✓* all of interest)

Housing Authority Board	☐
Planning & Zoning Board *	☒
Library Board	☐
Buildings & Standards Comm.	☒
Development Corporation	☐
Industrial Foundation	☐
Charter Review	☐
Special Boards/ Commissions	☐
Board of Adjustments	☐
Parks & Recreation	☐
Keep Mercedes Beautiful Comm	☐
Historic Committee	☐

Reason for Interest:

I am interested in volunteering on this board to help the community to provide assistance and/or guidance to the different community entities

that can benefit from my experience


Signature

2/26/25
Date

NOTE: Citizens interested in serving on city boards and commission are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. *For Planning & Zoning Board, applicants must be property owners.
THANK YOU!

DATE: March 18, 2025
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Approval to accept the Certificate of Unopposed Candidates for the May 2025 Election**

BACKGROUND INFORMATION:

The City of Mercedes was scheduled to have an election for City Commissioner's Place 2 and Place 4 on May 3, 2025. Since both candidates for the available positions are unopposed, the election is not required to be held.

In accordance with Section 2.051 - 2.053, Texas Election Code, the Commission must formally accept the Certificate of Unopposed Candidates and declare the unopposed candidates duly elected. Upon acceptance, these candidates will take office as per the designated start date of their term.

It is recommended that the Commission approve the acceptance of the Certificate of Unopposed Candidates, thereby canceling the election as allowed by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: No

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: Yes

ATTACHMENTS:

1. Certificate of Unopposed

STAFF RECOMMENDATION: Approval to accept the Certificate of Unopposed Candidates

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de mayo del 2025.

List offices and names of candidates:

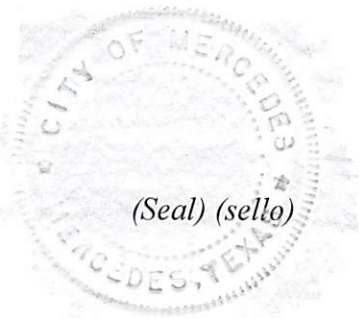
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Armando Garcia
Ruben J. Saldana

Candidate(s) Candidato(s)

City Commissioner Place 2
City Commissioner Place 4




Signature (Firma)

Joselynn Castillo
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

03/13/2025
Date of signing (Fecha de firma)

DATE: March 18, 2025
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Approval to cancel the May 2025 Election for Commissioners Place 2 and Place 4**

BACKGROUND INFORMATION:

The City is requesting to cancel the upcoming City Commission election, scheduled for May 3, 2025. This decision follows the determination that all candidates for the available positions are unopposed. In accordance with Section 2.051 – 2.053, Texas Election Code, when candidates are unopposed, the election is canceled, and those candidates are declared elected.

The following individuals have been elected to their respective positions:

- Armando Garcia – City Commissioner Place 2
- Ruben J. Saldana – City Commissioner Place 4

These individuals will assume their roles on or after May 3, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue): **Account Number(s):**

\$

Cost avoidance of \$ 45,000

Finance Review by: Yes

LEGAL REVIEW: Yes

ATTACHMENTS:

1. Order of Cancellation

STAFF RECOMMENDATION: Approval to cancel the election for May 3, 2025 and declare the elected commissioners

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City of Mercedes hereby cancels the election scheduled to be held on
(official name of governing body)

May 3, 2025 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)

Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

La Ciudad de Mercedes por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)

se hubiera celebrado el 3 día de mayo del 2025 de conformidad, con
(fecha en que se hubiera celebrado la elección)

la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como
candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (Candidato)

Office Sought (Cargo al que presenta candidatura)

Armando Garcia
Ruben J. Saldana

City Commissioner Place 2
City Commissioner Place 4

A copy of this order will be posted on Election Day at each polling place that would have been used in the
election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran
utilizado en la elección.*

Mayor (Alcalde)

Secretary (Secretario)

(seal) (sello)

Date of adoption (Fecha de adopción)

DATE: March 18, 2025
FROM: Marisol Vidales, Library Director
ITEM: **Discussion and possible action to Approval of E-Rate Category 2 bids for Library**

BACKGROUND INFORMATION: The library has a pre-discount Category 2 budget of \$51,750.00. This means that up to \$51,750.00 in eligible Category 2 equipment and services may receive the 85% E-Rate discount (\$43,987.50 max). These funds cycle through every five years with the new budget cycle running from 2026-2030 and will represent a new pool of funding available to the library. However, the current funding will be lost.

The funding allows libraries and schools to keep their networks up to date in an effort to provide the fastest and most secure internet connection possible for their communities or students. A Form 470 was filed on December 19, 2024 in order for the bidding process to begin through the designated federal portal. I have provided a copy of all the bids that were received along with the bid tabulation.

The following vendors have been selected:

Taglerock – for the majority of the network equipment at a total cost of \$34,513.58 with \$29,989.69 being eligible for the E-Rate discount and therefore our cost would be \$4,498.45 along with some of the ineligible cost of the advanced security licenses bringing our total to \$6,519.39

Veemost - for a battery backup for the network equipment at a total cost of \$3,107.92. Our portion of the cost would be \$466.18

HL Solutions – for 43 drops for our equipment at a total cost of \$8,170. Our portion of the cost would be \$1,225.50

Our total cost would come to about \$10,015.07 as opposed to \$45,791.50

With your approval the next step would be to file the Form 471 by March 26th deadline. The first wave of awards begins in July 2025 but funds can be used up to September 1, 2026 allowing us to budget for this item next fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: Not applicable

ALTERNATIVES/OPTIONS: (If your recommendation isn't approved, do you have another option that can be approved)

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ 10,015.07

Account Number(s):
01-519-3036

Finance Review by: Not applicable due to this being for next budget year.

LEGAL REVIEW: Not applicable

ATTACHMENTS:

1. 2025_Dr. Hector P. Garcia Memorial Library_C2 Equipment_Bid Evaluation_Notional - UPS
2. 2025_Dr. Hector P. Garcia Memorial Library_C2 Equipment_Bid Evaluation_Notional
3. 2025_Dr. Hector P. Garcia Memorial Library_C2 Cable Drops_Bid Evaluation_Notional
4. VeeMost_Technologies_250004191_25112_v1
5. 250004191 Hector Garcia PL ERate Proposal Signed
6. Dr Hector P Garcia Memorial Library Quote 250004191 01272025
7. Meter Form 470 Bid #250004191 Hector P. Garcia Memorial Library
8. Taglerock Technologies, LLC
9. 250011178 - Proposal - HL
10. 250011178 Hector Garcia PL Edutecks
11. Cytranet Drops Bid
12. Hector P Garcia 8231

STAFF RECOMMENDATION: Staff is recommending approval to move forward with the filing of the Form 471

Assessment Worksheet

Entity: Dr. Hector P. Garcia Memorial Library

Funding Year: 2025-2026

Form 470#: 250004191

Close Date: January 31st, 2025

Products/Services Assessed: UPS units for the Dr. Hector P. Garcia Memorial Library and shipping

Evaluator Name and Title: Marisol Vidales, Library Director

Date Evaluation Completed:

Lowest E-Rate Eligible Cost: \$3,107.92

Vendor Scoring

Selection Criteria		Barcom		VeeMost		EduTEKS	
		Eligible \$	\$3,647.06	Eligible \$	\$3,107.92	Eligible \$	\$40,584.38
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Cost of E-Rate Eligible Products/Services*		8.52	85.22%	10.00	100.00%	0.77	7.66%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
Overall Ranking		100%		85.22%		100.00%	
						7.66%	

Assessment Notes:	
Barcom	
VeeMost	
EduTEKS	

Scoring Notes:	
* Cost of E-Rate eligible products/services is the primary consideration.	
** Raw score for eligible products is based on the formula ((lowest cost/cost being compared)x10).	
*** All other raw scores based on a scale of 0 to 10: 0=lowest/worst possible, 5=neutral, 10=highest/best possible.	

Assessment Worksheet

Entity:Dr. Hector P. Garcia Memorial Library

Funding Year:2025-2026

Form 470#:250004191

Close Date:January 31st, 2025

Products/Services Assessed:Equipment for the Dr. Hector P. Garcia Memorial Library, including switches, wireless access points, firewall, UPS devices, and licensing

Evaluator Name and Title:Marisol Vidales, Library Director

Date Evaluation Completed:

Lowest E-Rate Eligible Cost:\$29,989.69

Lowest Total Cost to Applicant:\$6,519.39

		Vendor Scoring							
		TagleRock		Barcom		VeeMost		EduTEKS	
		Eligible \$	\$29,989.69	Eligible \$	\$43,462.57	Eligible \$	\$38,811.88	Eligible \$	\$121,369.78
		Total Cost to Applicant	\$9,022.35	Total Cost to Applicant	\$6,519.39	Total Cost to Applicant	\$11,207.68	Total Cost to Applicant	\$18,205.47
Selection Criteria	Weight	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Cost of E-Rate Eligible Products/Services*	40%	10.00	40.00%	6.90	27.60%	7.73	30.91%	2.47	9.88%
Total Cost to Applicant	30%	7.23	21.68%	10.00	30.00%	5.82	17.45%	3.58	10.74%
Completeness of Proposal	30%		0.00%		0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%		0.00%
Overall Ranking	100%	61.68%		57.60%		48.36%		20.63%	

Assessment Notes:	
TagleRock	Proposal does not include requested UPS units.
Barcom	
VeeMost	
EduTEKS	

Scoring Notes:	
* Cost of E-Rate eligible products/services is the primary consideration.	
** Raw score for eligible products is based on the formula ((lowest cost/cost being compared)x10).	
*** All other raw scores based on a scale of 0 to 10: 0=lowest/worst possible, 5=neutral, 10=highest/best possible.	

Assessment Worksheet

Entity: Dr. Hector P. Garcia Memorial Library

Funding Year: 2025-2026

Form 470#: 250011178

Close Date: March 5th, 2025

Products/Services Assessed: 43 cable drops for the library

Evaluator Name and Title: Marisol Vidales, Library Director

Date Evaluation Completed:

Lowest E-Rate Eligible Cost: \$8,170.00

Vendor Scoring

Selection Criteria	Weight	HL Solutions		Advanced Networks of Texas		EduTEKS	
		Eligible \$	\$8,170.00	Eligible \$	\$11,265.00	Eligible \$	\$9,791.08
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Cost of E-Rate Eligible Products/Services*	100%	10.00	100.00%	7.25	72.53%	8.34	83.44%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
			0.00%		0.00%		0.00%
Overall Ranking	100%		100.00%		72.53%		83.44%

Assessment Notes:	
HL Solutions	
Advanced Networks of Texas	
EduTEKS	

Scoring Notes:	
* Cost of E-Rate eligible products/services is the primary consideration.	
** Raw score for eligible products is based on the formula ((lowest cost/cost being compared)x10).	
*** All other raw scores based on a scale of 0 to 10: 0=lowest/worst possible, 5=neutral, 10=highest/best possible.	



VeeMost Technologies Proposal for:

Hector P. Garcia Memorial Library

Form 470 Application Number: 250004191

Quote: #25112



Name: VeeMost Technologies Inc
Address: 4925 Greenville Ave. Suite 200
Dallas, TX 75206 United States (US)
SPIN: 143036071
FRN: 0025937350

Point of Contact: Milos Cucukovic
Email: milosc@veemost.com
Website: <https://veemost.com>

Introduction

VeeMost Technologies thanks you for the opportunity to present our Category 2 E-rate proposal for Form 470 Application Number: 250004191. If the contract and scope of work is on target, we look forward to your approval. However, if there are any areas of the proposal that do not fully meet your needs, we are open to negotiating terms to better reflect your requirements. Our top priority is ensuring that you have the solutions and support you need to succeed.

E-Rate SPIN Number: **143036071**

SPAC:

Filters (1)
Clear All

SPIN

Select...

Service Provider Name

VeeMost Technologies Ltd

Status

Select...

Physical City

Select...

Physical State

Select...

E-Rate Service Provider Report

E-Rate Service Provider Report

SPIN	Service Provider Name	Status	FCC Registratio...	FCC For...	FCC Form 473 SPAC Filed	FCC Form 498 Last Approve...
143036071	VeeMost Technologies Ltd	Active	0025937350	No	2015,2016,2022,2023,2024	2021 Mar 19 11:21:00 AM

Green Light status with the FCC:

Show 10 entries

FRN	FRN Name	Red Light Status	Action
0025937350	VeeMost Technologies Ltd	Green Light	View/Make Payments

Showing 1 to 1 of 1 entries

[Go Back](#)

About us

At VeeMost Technologies, we are dedicated to providing top-quality educational and library technology solutions to schools, school districts, and libraries. We understand the unique needs and challenges facing these types of institutions, and we are committed to find the best solutions for our customers.

We are a leading Digital Transformation Services Provider, with the capacity, the experience, and the expertise to accomplish all your objectives.

We have been in business since 2002. We designed network infrastructures for the enterprise organizations such as AT&T Labs, United States Air Force, Internal Revenue (I.R.S), Cleveland Public Power, Cleveland Municipal School District and much more.

VeeMost is a Cisco Meraki Partner and a Cisco Premier Partner with following specializations:

- Cisco Advanced Security
- Cisco Enterprise Network
- Cisco Advanced Collaboration
- Cisco Service Provider specializations.

These experiences, qualifications and certifications will guarantee the success of your projects.



Advanced Collaboration Architecture
Specialized
Advanced Enterprise Networks
Architecture Specialized
Advanced SP Architecture
Specialized
Advanced Security Architecture
Specialized

We also differentiate ourselves with our customer experience and our Customer Success business model which focuses on understanding our customers' goals and helping them achieve their desired business outcomes through our services.

Meraki Team

VeeMost Technologies is proud to have been a partner of Meraki for over 5 years. We have extensive experience managing Meraki devices, with a team of experts who are responsible for more than 1,000 Meraki devices across multiple organizations.

Our team has built its expertise around Meraki products and is dedicated to providing top-quality support and service to our clients. Our close partnership with Cisco, allows us to stay up-to-date on the latest products and technologies and to provide the best possible solutions to our clients.



References

Client	Project	Users	Contact
Crum & Forster (A Fairfax company)	Multiple Meraki Projects & Managed Services	5000+	Name: Jody Thadathil Title: Vice President, IT Infrastructure Email: Jogy.Thadathil@cfins.com Phone: 1.973.490.6543
AT&T Labs	Multiple Projects	60000	Name: Phil Domino Title: Senior Engineer Email: pd1962@att.com
Trinity High School	Hardware Procurement, Network Design & Implementation and Managed Services	350+	Name: Michael Irvine Title: IT Director Email: irvinem@thsnet.net
Seneca Insurance	Enterprise Network Design & Implementation & Managed Services	1200	Name: Robert Soto Title: Asst Vice President, IT Email: Robert.Soto@senecainsurance.com
Ringwood School District	Migration Complete district from Extreme/HP to Meraki	1096	Name: Christian Acosta Title: Technology Coordinator Email: acostac@njrps.org

E-Rate Process

This page was developed by VeeMost Technologies to provide an overview of the E-Rate application process. You can find full details on the official USAC website at <https://www.usac.org/e-rate>.

Step 1: Competitive Bidding

- USAC makes FCC Form 470 available around January of the year prior to the funding year.
- Submit online **FCC Form 470**, and RFP if you have one or are applying for certain services, ideally between August and January. You want plenty of time for the bidding period, to select a service provider, and to submit FCC Form 471.
- Bidding must remain open at least 28 days after the last material change to your submission.

Step 2: Selecting Service Providers

- Review bids from September to February, depending on when you close the bidding period.
- Create an evaluation matrix with cost-effectiveness as the most heavily weighted factor. Use it to evaluate bids.

- If you receive only one bid, it must still be cost-effective. If you receive no bids, you may solicit bids. If you have a service provider, you can ask them to submit a bid.

Step 3: Applying for Discounts

- Filing window is mid-January to mid-March of funding year, with exact dates announced the December prior
- Submit **FCC Form 471**. Your selected service provider can assist you with the bill of materials.
- If you miss the deadline, you are unlikely to receive funding. You can request an FCC waiver, but it may not be granted.

Step 4: Application Review

- When the Form 471 deadline passes, USAC begins reviewing applications and requesting additional information as needed. You have 15 days to respond to these requests.
- USAC issues Funding Commitment Decision Letters in weekly batches April through August.

Step 5: Starting Services

- If your application is approved, discuss with your service provider(s) the details of the services and products you will be receiving, and decide who will invoice USAC for reimbursement.
- To “turn on” funding, submit **FCC Form 486** within 120 days of your FCDL or service start date, whichever is later. Funding is reduced if the deadline is missed.

Step 6: Invoicing

- If you are invoicing USAC, pay the service provider in full, then submit **FCC Form 472** (Billed Entity Applicant Reimbursement aka **BEAR**) and **FCC Form 498** (contact, billing, remittance information).
- If the service provider will invoice USAC, pay the service provider the portion you are responsible for, after which the service provider will submit FCC Form 474 (Service Provider Invoice - **SPI**)

***** VeeMost Technologies accepts both BEAR and SPI invoicing methods *****

Installation and Configuration

VeeMost Technologies proposes the following phased approach for new component integration into your network. With this approach The VeeMost Technologies will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

Delivery Installation is based on Client schedule

Preparation and Response Phase

In this phase VeeMost Technologies will analyze client needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per client requirements).

Assessment Phase

VeeMost Technologies will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. There are three activities in this phase:

1. Site Readiness Assessment (the readiness of your current facilities infrastructure to support the new technology - physical, environmental, and electrical.
2. Network Readiness Assessment (the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation – physical/logical configurations, solution capacity, quality of service (QoS), solution resiliency, security, and integration with existing legacy platforms)
3. Operations Readiness Assessment (readiness of the people, processes, and tools in your current operations and network management infrastructure – people, processes, tools)

Implementation Phase

VeeMost Technologies will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase:

- Project Planning
- Kickoff
- Staging
- Deployment
 - Core Components Rollout
 - System Integration
 - System Migration (as requested per client)
- Training
- Closeout Documentation

Operation and Optimization Phase

During this phase VeeMost Technologies will ensure that the newly implemented solution is operating efficiently and is highly available. VeeMost Technologies, at client request, will propose a Maintenance support structure to help ensure that the client's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Service Support

VeeMost Technologies 's delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, The VeeMost Technologies follows the standard Methodologies for delivering the types of services

Labor Based Technical Support

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to ensure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with VeeMost Technologies and the client, based on recommendations from VeeMost Technologies, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Server Operating System and Security Patching

Incident Management

During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate, and resolve incidents
- Incidents are tracked and managed in case management system
- Incident Management Steps:
 - Identify Incident
 - Classify and prioritize the incident
 - Isolate the incident
 - Recover from incident outage

General Terms and Conditions

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date. Seller reserves the right to withdraw quotation before receipt of Buyer's conforming acceptance.

1. Definitions.

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "General Terms and Conditions for the Sale of Products or Services", together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Delivery and Shipping Terms.

(a) For shipments that do not involve export Seller shall deliver Products to Buyer F.O.B. shipping point. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus handling. These costs shall be made available during quotation by Seller. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

(b) Title to Products shall pass to Buyer upon delivery in accordance with Section 2(a).

(c) Risk of loss shall pass to Buyer upon delivery pursuant to Section 2(a).

(d) If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; and (iii) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

(e) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

3. Cancellation of Purchase Order.

Buyer may cancel its order only with the prior written consent of Seller. All cancellations will be subject to payment to Seller of reasonable and proper cancellation charges. Buyer may return Products only at its sole cost and only with the prior written authorization of Seller, subject to a restocking fee as agreed by the parties. No returns will be permitted more than sixty (60) days after delivery.

4. Title and Risk of Loss.

Title and risk of loss passes to Buyer pursuant to the terms of Article 2. As collateral security for the full payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Seller shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Products; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such security interest.

5. Assembly/Installation Work.

In the event Buyer desires for Seller to perform any assembly/installation work, said work will be performed pursuant to a separate agreement to be entered into in writing by both Buyer and Seller detailing the terms of said work.

6. Contract Price.

(a) Buyer shall purchase the Products and, if applicable, shall pay for the services provided, from Seller at the Contract Price. Prices will not be subject to change without prior notice, and Seller shall thereafter notify Buyer of any price increases. In the event of a price increase, Buyer may cancel any undelivered portion of any order by written notice to Seller, provided such notice is received by Seller not more than ten (10) days after Buyer's receipt of Seller's notice of price increase. Upon cancellation, Buyer shall pay Seller: (1) the Contract Price for all Products which have been completed or are in the process of completion, (2) components or goods secured by Seller from outside sources for the performance of the Contract. All prices shall be confidential, and Buyer shall not disclose such prices to any unrelated party.

(b) All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

(c) The Contract Price may or may not be inclusive of shipping and handling charges. Such charges are the obligation of Buyer and will be disclosed to the Buyer in the estimate quotation. For government accounts, failure of Seller to disclose shipping and handling charges may result in Seller forfeiting those charges.

7. Payment Terms.

(a) Terms of payment are net cash thirty (30) days following the date of invoice.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse

Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

(d) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

8. Disclaimer of Warranty.

(a) All products not manufactured by Seller are sold only with the warranties provided by the manufacturer of products, if any. SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller personnel are not authorized to alter this disclaimer of warranty.

(b) All Products are sold for commercial use only and are not intended for use by consumers. Accordingly, Seller disclaims all warranties to consumers. Any inspection services provided by Seller at Buyer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of Buyer's installation, use, or maintenance of the Products, nor shall Seller be liable for failure to detect improper use, installation, or maintenance of the Products by Buyer.

9. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO SELLER FOR SERVICES PERFORMED HEREUNDER.

(c) This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or services at the price charged.

10. Indemnification.

Subject to Article 10 hereof, each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in

proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products is considered third party property.

11. Adequate Assurance.

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer's insolvency, (ii) Buyer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

12. Intellectual Property Rights.

(a) Seller is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third-parties are infringed by goods received from suppliers and/or buyers via Seller or third-parties via them, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain Products.

(b) In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

13. Compliance with Laws.

(a) Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by Seller in writing. Buyer shall comply with all applicable laws, regulations and ordinances. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

(b) The products, items, technology or software covered by a quotation/order may be subject to various laws including U.S. and foreign export controls. Seller is committed to complying with all relevant export laws. If these items are of United States origin and are being exported from the United States, the following statement applies, "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Buyer is responsible for applying for export licenses, if required, based on end user or country of ultimate destination. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer agrees to indemnify and hold Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.

(c) Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Seller may reasonably request from time to time.

(d) Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States government that identifies parties to which the sale of goods or services is restricted or prohibited.

14. Nuclear and Hazardous Activities.

Unless specifically agreed to in writing by an authorized officer of Seller, Products shall not be used in connection with any nuclear facility or any other application or hazardous activity where the failure of a single component could cause substantial harm to persons or property. If so used, Buyer agrees to indemnify and hold Seller harmless from any and all causes of action, claims, costs, liabilities, and losses that arise from or relate to the use of Products in such facilities, applications, or activities.

15. Termination.

In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Amendment and Modification.

These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

17. Waiver.

No waiver by Seller of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Force Majeure.

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

20. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

21. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. Governing Law.

All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of (i) the State of Texas if Buyer's place of business is in the U.S.

23. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability.

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival.

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Indemnification, Submission to Jurisdiction/Arbitration and Survival.

26. Complete Agreement.

These General Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.

Payment Terms and Late Payment Charges

1. Payment Due Date

Payments for invoices issued under this proposal are due within **14 days** from the invoice date unless otherwise agreed in writing.

2. Late Payment Charge

- If payment is not received within **14 days** of the invoice date, a late payment charge equal to **5% of the outstanding balance** will be applied.
- An additional **5% late payment charge** will be assessed for every subsequent **30-day period** the invoice remains unpaid.

3. Cumulative Late Fees

Late payment charges are cumulative and will continue to accrue until the outstanding balance is paid in full.

4. Payment of Late Fees

Any late payment charges incurred must be paid along with the outstanding invoice balance.

5. Exceptions and Negotiations

Any exceptions to the above terms must be agreed upon in writing prior to the due date of the invoice.

6. Enforcement

Failure to comply with these payment terms may result in suspension of services, withholding of future deliveries, or other remedial actions as deemed necessary by VeeMost.

Special Notes and Conditions

LABOR TERMS (if quoted) - Labor is for installation, activation, and initial configuration of new devices only. Unless otherwise specified, no work will be done on existing devices or network equipment. Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. If weekend or overtime hours are required for this project, additional charges will apply. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied. For Access Points mounting, lift rentals are not included in the price unless otherwise specified.

CABLING TERMS (if quoted): The quote is based on assumptions and without provided maps and site visits. All facilities needing cabling will have to be inspected prior to start of any work and this proposal reevaluated and quotes as such. If the location is not structurally compliant with the installation request and facilities work is needed, additional labor charges may apply. Unless listed explicitly included in the associated quote, the following items are hereby excluded in the proposed work:

- trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling, demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.

BMIC TERMS (if quoted) - Service included: Repair and upkeep of hardware, configuration changes, basic technical support including online, and telephone based technical support, software upgrades and patches including bug fixes and security patches. This is a recurring services contract. This contract is valid for one year from the start of execution. Should you add more devices to your network, please inform VeeMost Technologies via email so we can adjust your contract. This quote is an ESTIMATE ONLY. Accurate hardware counts may change after the remote assessment is complete. It should be noted that this agreement is for support only. Items found to be nonfunctional or substantially out of operational compliance will be excluded from all support until they are first brought INTO compliance. Such work is outside the scope of this quote

Products

VeeMost Technologies is not an E-rate consultant. For eligibility, please verify with your consultant or with USAC.

Below is the information from the manufacturer's website regarding product eligibility, but please note that this is for informational purposes. Applicant-specific deployment factors will determine final eligibility, including funding application category, installation location, user population served, cost-effectiveness, and other E-rate regulatory requirements.

Part #	Description	E-Rate Eligibility %	Qty	Unit Price	Extended Price
MS250-48FP-HW	Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	100%	3	\$5,388.50	\$16,165.50
LIC-MS250-48FP-5YR	Meraki MS250-48FP Enterprise License and Support, 5YR	100%	3	\$1,134.02	\$3,402.06
MX105-HW	Meraki MX105 Router/Security Appliance	100%	1	\$3,460.74	\$3,460.74
LIC-MX105-SEC-5Y	Meraki MX105 Advanced Security License and Support, 5YR	50%	1	\$10,771.80	\$10,771.80
MR56-HW	Meraki MR56 Wi-Fi 6 Indoor AP	100%	6	\$921.17	\$5,527.02
LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	100%	6	\$293.79	\$1,762.74
5P3000RT	Eaton 5P 3000VA 2700W 120V Line-Interactive UPS, L5-30P, 6x 5-20R, 1 L5-30R Outlets, True Sine Wave, Cybersecure Network Card Option, 2U - Battery Backup - 2U Rack/Tower - 4 Minute Stand-by - 110 V AC Input - 132 V AC Output - 6 x NEMA 5-20R, 1 x NEMA L5-30R	100%	2	\$1,503.96	\$3,007.92
Notes: E-Rate solutions are contingent on USAC approval and can be canceled up to the time that the order is placed. Pricing is guaranteed upon receipt of a Form 471 Receipt Acknowledgement Letter (RAL). We assume that you are a tax-exempt entity, if not please let us know				Subtotal	\$44,097.78
				Sales Tax	\$0.00
				Shipping	\$100.00
Valid Until:				Quote is valid until 01-July-2025	
				GRAND TOTAL	\$44,197.78

Approval

Please return a signed quotes to Milos Cucukovic milosc@veemost.com

Signed for and on behalf of
VeeMost Technologies by

Name Melvin Ejiogu

Title President / CEO

Date 1/27/2025

Signature Melvin Ejiogu

Signed for and on behalf of
Hector P. Garcia Memorial Library **by**

Name _____

Title _____

Date _____

Signature _____

Proposal For

Internal Connections (Category 2)

470 Application Number: 250004191

2025-2026 Funding Year / YR 28

Hector Garcia PL

PRESENTED BY:



Jan 13, 2025

EduTEKS SPIN #: 143051181 / FCC RN 0028079028

Pablo Ruiz pablo@eduteks.net Alex Obregon alex@eduteks.net

Statement of Confidentiality

This document includes data that shall not be disclosed to any third party and shall not be duplicated, used or disclosed for any purpose other than for internal evaluation of this proposal. If a contract is awarded to EduTEKS INC as a result of, or in conjunction with the submission of this proposal, except as noted, the contracted parties shall have the right to duplicate, use or disclose data 250004191 Hector Garcia PL to the extent provided in the resulting contract.

Hector Garcia PL
434 S. Ohio Street
Mercedes, TX 78570

RE: Category 2 Services FY 2024-2025 470 ID: 250004191

EduTEKS is pleased to submit this proposal for Category 2 Erate Services to support Hector Garcia PL. This proposal provides a scalable, reliable, and high throughput infrastructure for your students and faculty. EduTEKS recommendations will improve, secure and provide scalable network upgrades for your district's network needs. As with all our products we sell we do offer basic maintenance for one year.

EduTEKS is an authorized Erate provider registered with Schools and Library division (SLD) with SPIN number 143051181. We use USAC's SPI Billing Method. We firmly request that the district provide a purchase order number in order to commence work, with a net 30 for invoices. EduTEKS' capability to install, configure, and deploy customized managed services makes us different from other vendors and a key benefit to school districts with whom we do business.

Unlike many of our competitors, we don't have a lot of expensive "overhead". We hire, cross train, and invest in perpetual learners who know how to best deploy technology and translate its advantages to your business across multiple levels.

EduTEKS is a technology company that leverages automated and integrated technologies to remain nimble. We then pass those savings on to you, so that we can both accomplish our shared vision.

We have an incredible customer retention rate due to our customer first attitude along with a fanatic approach to support.

We hope to begin a great relationship with you and your staff at Hector Garcia PL! Please feel free to contact us at 210.858-8510. My email is: pablo@eduteks.net OR Alex Obregon - Alex@eduteks.net, should you have any questions regarding our proposal.

Pablo Ruiz
CEO
EduTEKS INC
(O)210-858-8510 Ext 303
(C)210385-7027

About Eduteks

Eduteks was founded in 2006, steadily garnering a market share in Greater San Antonio through word of mouth referrals thanks to outstanding service. Eduteks has continued to build its capability set so that we can offer best of breed services in all our offerings. Regardless of your business sector or specific technical needs, Eduteks has the know-how to help you succeed in today's marketplace. In 2014 Eduteks co-authored a Teacher Incentive Fund grant which has totalled over \$56 million of funding to 5 local school districts to date. Eduteks has spent years developing products and services tailored to our 15 clients with the focus of bringing enterprise grade services to the small and mid- size business market. Eduteks specializes in technology managed services, cloud services, and cyber security solutions.

Eduteks Capabilities

Certifications

- Microsoft:
- Cisco: CCNA
- Azure
- PFSense
- Security – CISSP
- Cabling Certifications: Belden & Hubbell

Company Profile (Differentiators)

- In Business for 16 years.
- Network Infrastructure
- Cabling/Wire Certified Installers
- Robust training program for employee improvement
- Over 75 Years of experience in-house

QUOTE #1

	Project Name: Hector Garcia Public Library Meraki Network Upgrades			470 App#:	250004191
Type		Description	QTY	Retail	Extended
Hardware					
IC	MS250-48FP-HW: Meraki MS250-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 874 W Power Consumption		3	\$11,781.74	\$35,345.22
IC	MX105-HW: Meraki MX105 Network Security/Firewall Appliance - 6 Port - 2.5GBase-T, 10GBase-X - 10 Gigabit Ethernet - 5 x RJ-45 - 4.0 Total Expansion Slots - 1U - Rack-mountable		1	\$7,631.70	\$7,631.70
IC	5P3000RT: Eaton 5P UPS 3000VA 2700 Watt - 2U - 4 Minute Stand-by - 110 V AC Input - 132 V AC Output - 6 x NEMA 5-20R, 1 x NEMA L5-30R		2	\$2,092.19	\$4,184.38
IC	MR56-HW: Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		6	\$2,041.84	\$12,251.04
Installation					
IC	Installation of MS250-48HP-HW Switch and Associated Peripherals		3	\$250.00	\$750.00
IC	Installation of MX105-HW Firewall and Associated Peripherals		1	\$400.00	\$400.00
IC	Installation of 5P3000RT UPS and Associated Peripherals		2	\$300.00	\$600.00
IC	Installation of MR56-HW Access Points and Associated Peripherals		6	\$125.00	\$750.00
Licensing					
BMIC	LIC-MS250-48FP-5Y: Cisco Meraki MS250-48FP Cloud Managed Switch - 48 Ports - Subscription License 1 Switch - 5 Year License Validation Period		3	\$2,490.97	\$7,472.91
BMIC	LIC-MX105-ENT-5Y: Meraki MX105 Enterprise License and Support, 5YR		1	\$11,842.04	\$11,842.04
BMIC	LIC-ENT-5Y: Meraki MR Series Access Point - Subscription License - 5 YR		6	\$650.39	\$3,902.34
Miscellaneous Charges					
IC	Freight		1	\$2,583.15	\$2,583.15
IC	Travel		1	\$750.00	\$750.00
	Subtotals				\$88,462.78
	Taxes				
	Grand Total				\$88,462.78
Notes and Instructions					
Basic Maintenance Included 1st year					
	Total E-Rate Cost				\$88,462.78
	Total E-Rate District Portion			15%	\$13,269.42
	Total USAC Portion			85%	\$75,193.36

APPLICANT		PROVIDER	
Organization	Hector Garcia PL	Company Name	EduTEKS INC
Contact Name		Contact Name	Pablo Ruiz
Contact Email		Contact Email	pablo@eduteks.net
Address	434 S. Ohio Street	Address	702 Cincinnati Ave Ste A
City, ST, Zip	Mercedes, TX 78570	City, ST, Zip	San Antonio, TX 78201
USAC BEN	141661	USAC SPIN	143051181
FCC Form 470 #	250004191	Bid #	QUO250004191
E-Rate RFP #	250004191	Bid Amount \$	\$88,462.78
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this agreement shall commence (a) on or after July 1, 2025 and shall terminate on June 30, 2026 for recurring services or (b) on or after April 1, 2025 and shall terminate on September 30, 2026 for non-recurring services. The agreement expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:		For Provider:	
Applicant Signature Date		Digitally signed by Pablo Ruiz DN: cn=Pablo Ruiz, o=EduTEKS, ou=EduTEKS, email=pablo@eduteks.net, c=US Date: 2025.01.28 10:57:55 -06'00' 1/28/2025	
		Provider Signature Date	
Printed Name:		Pablo Ruiz	
Title:		CEO	

General Information

Contact

EduTEKS

Office: 210-858-8510

Fax: 210-899-3354

702 Cincinnati Ave. Ste A

San Antonio, TX 78201

Pablo@eduteks.net

Alex@eduteks.net

References

- SWP NW campus Camera upgrades
Christinn Jean
Southwest Preparatory
210-829-8017
210-829-8514
christinn.jean@swprep.org
- George Gervin Gym Tech buildout
Frances Boynes
George Gervin Academy
210-804-1786
210-828-0264
flee@gervin-school.org
- Brillante Academy Campus Network buildout
Aaron Brenner
Brillante Academy - Mission TX
(956) 474-3242
aaron.brenner@setonpartners.org
- Granger ISD Cabling
Seth Terry
Granger ISD
512-859-2173
sterry@granger.txed.net
- Presidio ISD Network UPS upgrade
Izabel Valdez - ivaldez@presidio-isd.net
Tech Director
(432) 229-1177



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
AUTOMATIC DATA PROCESSING INSURANCE AGCY INC	PHONE (A/C, No, Ext): (877) 677-0428
1 ADP BLVD MS 625	FAX (A/C, No): (877) 677-0430
ROSELAND, NJ 07068	E-MAIL
(877) 677-0428	ADDRESS: spcbicadp@travelers.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 099530254261822 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			680-8N803315-24	07/08/2024	07/08/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EDUTEKS, INC.
702 CINCINNATI AVE STE A
SAN ANTONIO, TX 78201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renan M. Beltran



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steven Ruiz(194737P) 7310 Blanco Rd Ste 100 San Antonio TX 78216-4972		CONTACT NAME: Steven Ruiz	
		PHONE (A/C, NO, EXT): 210-904-0039	FAX (A/C, NO):
		E-MAIL ADDRESS: sruiz1@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED EDUTEKS, INC. 702 CINCINNATI AVE STE A SAN ANTONIO TX 78201		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D: Fire Insurance Exchange	21660
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$	
	☐ DED ☐ RETENTION \$							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	A07523699	08/26/2024	08/26/2025	☒ PER STATUTE ☐ OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N ☐ Y	E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.

CERTIFICATE HOLDER

CANCELLATION

EDUTEKS, INC. 702 CINCINNATI AVE STE A SAN ANTONIO, TX 78201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Ruiz

EduTEKS

EduTEKS is a veteran owned business, founded in 2006 and has steadily garnered a market share in Greater San Antonio through word-of-mouth referrals thanks to outstanding service.

EduTEKS specializes in network managed services, cloud services, cyber security solutions, data analysis and reporting, and application deployment and management.

EduTEKS has spent years developing services tailored to our clients with the focus of bringing enterprise grade services to the small and mid-size business market.

For more information on how we can support Federal, State, and Local contracts, please call Pablo Ruiz or Alex Obregon @ 210-858-8510.

AREAS OF EXPERTISE



- Network design & Implementation Server
- Virtualization / Migration VPN / Firewall /
- PfSense
- Network & Server backup
- Data Analysis
- AZURE Setup and Configuration

EDUTEKS DIFFERENCE



- 25 Years Experience
- 95% Client Retention Rate
- Current Clients - 17
- Onsite Monitoring
- 24 / 7 / 365
- Partners and Teaming Success
- Knowledge transfer

CERTIFICATIONS



- Microsoft
- Cisco
- CISSP
- HUB, HABE, SBE, MBE, ESBE, VBE

COMPANY DATA



- DUNS #: 045679031
- Cage Code: 8DHM9
- SBA Status: Small Business
- NAICS Codes: 238210 334210
334210 541512
611420

CORPORATE PARTNERS



Hewlett Packard
Enterprise

EduTEKS Inc – <https://eduteks.net>
(210) 858-8510
702 Cincinnati Ave San Antonio, TX 78201



We have prepared a quote for you

E-Rate 2025 Category Two - Form 470 #250004191

Quote # 016180

Version 1

Prepared for:

Dr. Hector P. Garcia Memorial Library

Marisol Vidales

mvidales@cityofmercedes.com

Executive Summary

Dr. Hector P. Garcia Memorial Library

Attention: Ms. Marisol Vidales

434 S. Ohio Street

Mercedes, Texas 78570

Re: E-Rate 2025 Category Two - Form 470 #250004191

Ms. Vidales,

Barcom Technology Solutions is a regional technology services firm headquartered in San Antonio, Texas with offices in Harlingen and Austin, Texas. Barcom Technology Solutions was founded in 2004 with the goal of providing the highest level of service to customers in the network infrastructure and data cabling sector. Today, we are comprised of over one hundred and thirty employees, with most of our employees' focus being on technical services. Several members of our engineering team hold certifications from manufacturers such as **Cisco**, **Aruba** and **Dell**. Our size and strength allow for a multidisciplinary approach to responding to evolving market trends.

Barcom Technology Solutions is well equipped and qualified to provide the services required by this RFP to Dr. Hector P. Garcia Memorial Library. The Barcom Technology Solutions team has several years of experience procuring, integrating and maintaining the requested products in library environments. Our firm is familiar with the protocols involved in working in this unique space such as being respectful of network integrity during active hours as well as halting work during important event times. Our engineering and project management team have the experience and manufacturer certifications required to deliver a complete finished product, within budget and in the timeframe allowed, that will meet and exceed Dr. Hector P. Garcia Memorial Library's needs for many years to come.

Barcom Technology Solutions is in good standing with the USAC and has an active SPIN number of **143035933**. Thank you for your time and consideration and we look forward to hearing from you soon.

Sincerely,

John M. Huebener / Eloy Lopez

Barcom Technology Solutions

222 East Van Buren

Harlingen, Texas 78550

(956)364-9915

jhuebener@barcoment.com

E-Rate 2025 Category Two - Form 470 #250004191

Item #	Manufacturer Part Number	Product Details		Price	Qty	Ext. Price
<u>Meraki Switches and Licensing</u>						
2	MS250-48FP-HW	Cisco Meraki Cloud Managed MS250-48FP - 48 port Switch 		\$6,008.92	3	\$18,026.76
3	LIC-MS250-48FP-5YR	Cisco Meraki Advanced Security License - Five Year Term 		\$1,264.59	3	\$3,793.77
<u>Meraki Firewall and License</u>						
4	MX105-HW	Meraki MX105 Router/Security Appliance 		\$3,859.20	1	\$3,859.20
5	LIC-MX105-ENT-5Y	Meraki MX105 Enterprise License and Support - Five Year Term 		\$6,006.68	1	\$6,006.68
<u>Meraki Wireless Access Points and Licenses</u>						
6	MR56-HW	Meraki MR56 Wi-Fi 6 Indoor Wireless Access Point 		\$1,027.24	6	\$6,163.44
7	LIC-ENT-5YR	Meraki MR Enterprise License and Support - Five Year Term 		\$327.61	6	\$1,965.66
<u>Eaton UPS Units</u>						
8	5P3000RT	Eaton 5P 3000VA 2700W 120V Line-Interactive UPS, L5-30P, 6x 5-20R, 1 L5-30R Outlets, True Sine Wave, Cybersecure Network Card Option, 2U - Battery Backup - 2U Rack/Tower - 4 Minute Stand-by - 110 V AC Input - 132 V AC Output - 6 x NEMA 5-20R, 1 x NEMA L5- 		\$1,823.53	2	\$3,647.06

Subtotal: **\$43,462.57**

E-Rate 2025 Category Two - Form 470 #250004191



Prepared by:

Barcom Technology Solutions

John Huebener
(210) 930-6960
jhuebener@barcoment.com

Prepared for:

Dr. Hector P. Garcia Memorial Library

434 S. Ohio Ave.
Mercedes, TX 78570
Marisol Vidales
(956) 565-2371
mvidales@cityofmercedes.com

Quote Information:

Quote #: 016180

Version: 1
Contract #: DIR-CPO-5347
Delivery Date: 01/27/2025
Expiration Date: 02/05/2025

Quote Summary

Description	Amount
E-Rate 2025 Category Two - Form 470 #250004191	\$43,462.57
Total: \$43,462.57	

Due upon delivery, Applicable tax and shipping is not included in the prices above.

Barcom Technology Solutions

Dr. Hector P. Garcia Memorial Library

Signature: _____



Name: John Huebener

Title: Sales Representative

Date: 01/27/2025

Signature: _____

Name: Marisol Vidales

Date: _____

Form 470 Bid #250004191: Hector P. Garcia Memorial Library

Details

Service Provider Name	Meter, Inc.
Service Provider Website	www.meter.com
Service Provider SPIN	143053844
Service Provider Headquarters	2700 18th St, San Francisco, CA 94110 Services provided across the United States and Canada
Service Provider Contact	Daniel Tehrani, Sales Manager dtehrani@meter.com 628-280-8993
Budget Type	Category 2
Discount Method Available	SPI and BEAR

Table of Contents

1. Cover Letter
2. Proposal & Pricing
3. Overview of Hardware Included
4. Meter Network Overview

Dear Marisol Vidales,

Meter is writing in response to Hector P. Garcia Memorial Library's RFP #250004191.

Meter builds secure enterprise networks (wireless access points, switches, firewall), project manages the installation, proactively supports the network, and upgrades the hardware over time. Our fully integrated, cloud-managed products, turnkey installation, and expert support are designed to save your technology team's time for higher leverage initiatives, improve security, and reduce cost.

By providing the internal connections, managed service, and repairs as a single cost, Meter's entire offering (hardware, installation project management, management, repairs) falls under Managed Internal Broadband Services (MIBS).

Meter can work with your existing IT service provider to implement and manage Meter.

Meter's platform works best on a full Meter stack. As a result, **our bid encompasses all hardware required to replace Hector P. Garcia Memorial Library's network. Meter can modify hardware counts as needed to fully replace the existing network.**

Best regards,

Daniel Tehrani, Sales Manager
James McKenna, Chief Financial Officer

About Meter

Meter was founded in 2015 to build enterprise-grade networks that are faster, more accessible, and more secure. Our full-stack approach combines hardware, software, installation project management and support so that any organization can seamlessly run on a reliable and performant network.

Our staff includes former senior engineers from Cisco Meraki and Aruba. Our investors include Sam Altman (OpenAI/ChatGPT founder), John Bicket and Sanjit Biswas (Meraki founders), David Soloman (Goldman Sachs CEO), Tishman Speyer, and Sequoia Capital. Meter's networks are deployed across hundreds of customers.

"Prior to Meter, we were using 5 different providers to handle our network. This was our cloud-based networking vendor, resellers, and third parties to support the network and applications. And we were able to consolidate all of this into just using Meter."

– Evan Jackson, Directory of Technology at Black Pine Circle School

Proposal & Pricing

Total annual cost: \$7,675

- 93% is eligible for E-Rate.
- No additional costs.
- Warranty on all hardware. If any model needs to be replaced during the annual term, Meter will provide and install a new unit at no cost.

Products and services included in the annual cost:

Enterprise networking hardware	• Security appliances / firewalls • Managed POE switches • Wi-Fi 6 wireless access points
End-to-end services	• Site survey • Wired and wireless LAN network design • IDF/MDF buildout (including power supplies & racks) • Low voltage cabling and AP mounting • Monitoring & troubleshooting • Onsite breakfix • Hardware • Software upgrades
Network security, analytics & metrics	• Dashboard with real-time data • Secure by design approach
Internet Service Provider (ISP) management	• ISP procurement • ISP contract negotiations • Consolidated ISP billing
Bundled networking features	• Never pay additional for: ◦ DNS security ◦ VPN ◦ 802.1X ◦ MultiWAN for higher ISP throughput
Continuous monitoring & upgrades	• Regular software and hardware upgrades to ensure optimal performance as new standards become available (e.g., Wi-Fi 7) • Avoid downtime with secure configuration and a unified platform
Networking expertise & responsive support	• A dedicated, proactive team of network professionals who deeply understand your network because they built it

Overview of Hardware Included

Function	Manufacturer	Model Number	Quantity	Installation, Activation, & Configuration
Firewall, Service, Components, and Software & Licenses	Meter	MC06	1	Installation - to be priced after site survey Activation & Configuration - Yes
Switches, Components, and Software & Licenses	Meter	MS11	3	Installation - to be priced after site survey Activation & Configuration - Yes
Wireless Access Points & All Related Components, and Software & Licenses	Meter	MW08	6	Installation - to be priced after site survey Activation & Configuration - Yes



Meter Network Overview



Meter Security Appliance

1G Security Appliance (MC06)

- Technical specifications

10G Security Appliance (MC11)

- Technical specifications



Meter Wireless

1G Security Appliance (MC06)

- Image
- Technical specifications

Outdoor Wireless Access Point (MW09)

- Image
- Technical specifications



Meter Switch

28-Port PoE Switch (MS10)

- Image
- Technical specifications

52-Port PoE Switch (MS11)

- Image
- Technical specifications

Meter Network Overview

Network Management

- Unified firewall, switching, and WiFi configuration via the Meter Cloud
- Built-in out-of-band LTE connectivity for management traffic redundancy (not client traffic)
- Over-the-air firmware updates

WAN

- Multi-WAN support (for 2 or more active WANs)
- Multi-WAN IPv4 addresses
- Fast, automatic WAN failover based on Layer 2 and 3 connection drops
- 1:1 NAT inbound port forwarding from WAN to LAN

Addressing

- Static IPv4 address assignment on WAN and LAN
- Static DHCP assignment based on MAC address
- Built-in local DHCP and DNS services
- Per VLAN DHCP
- Per VLAN mDNS

Traffic

- VLAN support with 3 VLANs by default (management, private, and guest)
- Built-in NAT, QoS management services
- 10/100/1000Mbps switch ports each with 802.3at (PoE+) 30W capability
- Support for Layer 2 client isolation
- 801.11e/WMM support for QoS

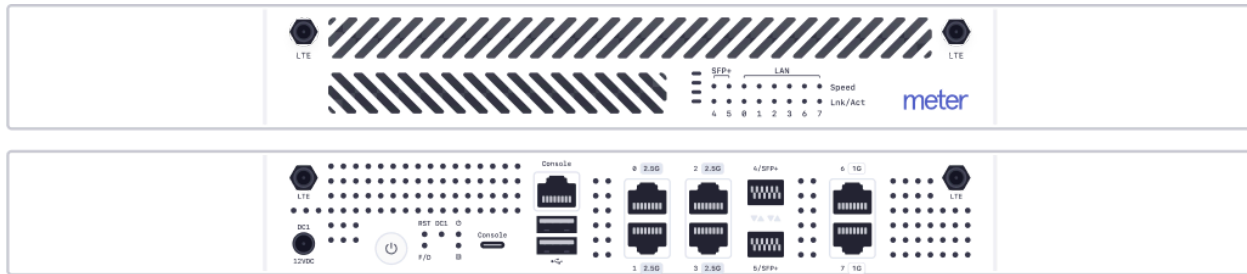
Meter Security Appliance: 1G Security Appliance (MC06)



Technical specifications

Ethernet ports	- 4 x RJ45(Intel I211AT) - 2 x RJ45/SFP(Marvell 88E1543)
Storage	128GB mSATA mini
I/O interface	- DC Jack - Power on/off button - F/D button - 1 x RJ45 console - 2xUSB3.0 - 2 x Copper/SFP Ethernet ports 4 x RJ45 Ethernet ports
System cooling	Fan-less
OS support	Linux
Power	- AC INPUT: 100~240V, 1.5A, 50-60Hz - 40W Power Adapter
LTE	EM7455 SKU# 1103582
Operating environment	0°C to 40°C, 10 to 90% RH
Storage environment	-20°C to 70°C, 5 to 95% RH@55°C
Dimension (W x D x H)	231.6mm x 174.6mm x 44mm

Meter Security Appliance: 10G Security Appliance (MC11)



Technical specifications

Ethernet ports	- 4x 2.5GbE RJ45 (Intel i226) - 2x 1GbE RJ45 (Marvell 88E1543) - 2x 10GbE SFP+ (Direct from CPU)
Storage	- 1 x 2.5" SATA 3.0 for SSD - 1 x SATA 3.0 (pin 8 with power supply) for SATA DOM
I/O interface	- 1 x RJ-45 Console Port; 1 x type B micro USB Console Port - 2 x USB 3.0 Ports - Power / Data / PoE / Wi-Fi / RSSI / BP / SFP+ / LAN / IP LED - IPMI 2.0 w/ GbE speed LOM
OS support	Linux Kernel /Versa OS
Power	12V 60W power adapter
LTE	EM9191 with embedded esim
Operating environment	- Temperature: 0 - 40°C (32 - 104°F) - Humidity: 10 - 90% RH
Storage environment	- Temperature: -10 - 70°C (14 - 158°F) - Humidity: 5 - 95% RH
Dimension (W x D x H)	251.50mm x 250mm x 44mm

Meter Wireless: Indoor Wireless Access Point (MW08) - part 1/4



Technical specifications

Wireless radio specification

Access Point type	- Indoor, dual radios concurrent - 5GHz 802.11 ax 4×4 MU-MIMO is backwards compatible with 802.11 ac/ a/n mode - 2.4GHz 802.11 ax 4×4 MU-MIMO is backwards compatible with 802.11 b/g/n - BT/BLE5.0 radio - 5GHz/2.4GHz 802.11a/b/g/n/ac 1×1 selectable scanning radio
SU-MIMO	4 spatial stream SU-MIMO for 5GHz up to 3548 Mbps wireless data rate to a single wireless client device under the both 2.4GHz and 5GHz radio
MU-MIMO	MU-MIMO allows multiple spatial streams to be allocated to different clients simultaneously on both download and upload sides
Frequency radio	- 2.4GHz: 2400MHz~2496MHz, - 5GHz: 5150MHz~5250MHz, 5250MHz~5350MHz, 5470~5725MHz, 5725MHz~5850MHz - Support radios and channels will be varied on the configured regulatory domain

☐ Meter Wireless: Indoor Wireless Access Point (MW08) - part 2/4

Wireless radio specification (continued)	
Supported radio technology	- 802.11ax: Orthogonal Frequency Division Multiple Access (OFDMA) 802.11b: Direct-sequence spread-spectrum (DSSS) - 802.11ac/a/g/n: Orthogonal Frequency Division Multiple (OFDM) 802.11ax supports very high throughput (VHT) —HE 20/40/80 MHz 802.11ac supports very high throughput (VHT) —VHT 20/40/80 MHz 802.11n supports high throughput (HT) —HT 20/40 MHz 802.11n supports very high throughput under the 2.4GHz radio —VHT40 MHz (256-QAM) - 802.11n/ac/ax packet aggregation: A-MPDU, A-SPDU
Supported modulation type	- 802.11b: BPSK, QPSK, CCK - 802.11a/g/n: BPSK, QPSK, 16-QAM, 64-QAM - 802.11ac: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM - 802.11ax: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM, 1024-QAM
Transmit power (maximum value)	- 2.4GHz: 23dBm - 5GHz: 23dBm - Maximum power is limited by regulatory domain
OFDMA	Increasing signal reliability and transmitting distance
BSS coloring	BSS coloring marks different colors on each data which will allow client devices to stop receiving a frame and return to sleep mode as soon as they recognize these frames are not of interest to them
Supported data rates (Mbps)	- 802.11b: 1, 2, 5.5, 11 - 802.11a/g: 6, 9, 12, 18, 36, 48, 54 - 802.11n: 6.5 to 600 (MCS0 to MCS15) - 802.11ac: 6.5 to 1733 (MCS0 to MCS9, NSS=1 to 4) - 802.11ax: - 2.4GHz: 9 to 1148 (MCS0 to MCS11, NSS=1 to 4) - 5GHz: 18 to 2400 (MCS0 to MCS11, NSS=1 to 4)

Meter Wireless: Indoor Wireless Access Point (MW08) - part 3/4

Power	
Maximum power consumption	24W (USB device excluded)
Power source	- DC IN 12V - IEEE802.3at or Passive 48-54v PoE Input (2.5GbE port)

Antenna	
Integrated antenna (peak gain)	- WiFi 2.4GHz & 5GHz : 5 dBi - Scanning Radio 2.4GHz/5GHz : 2 dBi - BT/BLE 5.0 : 2 dBi

Interfaces	
Networking interface	- One (1) 10/100/1000/2500 Mbps BASE-T RJ-45 Ethernet Port - One (1) 10/100/1000 Mbps BASE-T RJ-45 Ethernet Port
DC powering interface	One (1) DC Jack interface
LED indicators	Tri-color LED displays system and wireless transmission status
Reset button	Convert Access Point to the Factory default or the User's default
USB 2.0 port (Type-A)	For storage or other USB devices

Meter Wireless: Indoor Wireless Access Point (MW08) - part 4/4

Mechanical & environment	
Dimensions (L x W x H)	205 mm x 205 mm x 34 mm
Weight (without accessories)	812.6g
Operating	- Temperature: -40°C ~ 70°C - Humidity: 0% ~ 90% typical
Storage	- Temperature: -40°C ~ 70°C - Humidity: 0% ~ 90% typical

Compliance regulatory	
FCC	- Subpart 15 B - Subpart C 15.247 - Subpart E 15.407
CE	- EN 300 328 - EN 301 893 - EN 50385 - EN 55032 - EN 55024

Meter Wireless: Outdoor Wireless Access Point (MW09) - part 1/2



Technical specifications

Radio

Dual concurrent radio	- 2.4GHz with max data rate up to 574 Mbps - 5GHz with max data rate up to 1.2 Gbps
Transmit power (combined)	- 2.4GHz: 22dBm - 5GHz: 25dBm - Max transmit power is limited by regulatory power
Radio chains	2 x 2 / 2
Supported radio technology	- 802.11b: direct-sequence spread-spectrum (DSSS) - 802.11a/g/n/ac: orthogonal frequency-division multiplexing (OFDM) - 802.11ax: orthogonal frequency-division multiple access (OFDMA)
Channelization	- 802.11a/b/g with 20 MHz channel width - 802.11n with 20/40 MHz channel width - 802.11ac with 20/40/80 MHz channel width - 802.11ax with 20/40/80 MHz channel width
Supported modulation	- 802.11b: BPSK, QPSK, CCK - 802.11a/g/n: BPSK, QPSK, 16-QAM, 64-QAM - 802.11ac: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM - 802.11ax: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM, 1024-QAM

☐ Meter Wireless: Outdoor Wireless Access Point (MW09) - part 2/2

Radio (continued)	
Supported data rates (Mbps)	- 802.11b: 1, 2, 5.5, 11 - 802.11a/g: 6, 9, 12, 18, 24, 36, 48, 54 - 802.11n: 6.5 to 300 (MCS0 to MCS15) - 802.11ac: 6.5 to 867 (MCS0 to MCS9, NSS = 1 ~ 2) - 802.11ax: - 2.4Ghz: 9 to 574 (MCS0 to MCS11, NSS=1 ~ 2) - 5Ghz: 18 to 1201 (MCS0 to MCS11, NSS=1 ~ 2)

Physical & environment	
Power consumption	12W typical
Power source	- 802.3af/at Compliant PoE PSE - Proprietary PoE 48 ~ 54V
Interface	- 1 x 100/1000/2500Mbps Ethernet Port - 4x SMA Connectors for Antennas
Dimensions (W x D x H)	190 x 124 x 47 mm
IP rating	IP67
Surge protection	1KV
ESD protection	Contact: 4KV / Air: 8KV
Environment	- Operating temperature: 0°C~60°C - Operating humidity: 0%~90% typical - Storage temperature: -40°C~80°C - Storage humidity: 0%~90% typical

Meter Switch: 28-Port PoE Switch (MS10) - part 1/2



Technical specifications

Network protocol and standards compatibility

- IEEE 802.3 10BASE-T
- IEEE 802.3u 100BASE-TX
- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-SX
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3x Flow control
- IEEE 802.3af/at

System parameters

Maximum VLAN ID	4K
Jumbo frame	Up to 10K bytes
Unicast MAC address	16K
Packet buffer memory	12M bits

Hardware

Hardware features	- 24×10/100/1000 Mbps copper ports+4×10G SFP+ ports - Auto MDI/MDIX - Auto-negotiation - Half-duplex / Full-duplex operations - Back pressure flow control for half-duplex operation - IEEE 802.3x flow control for full duplex operation
Factory reset button	Push button to reset the device to the default setting

Meter Switch: 28-Port PoE Switch (MS10) - part 2/2

Physical & environment	
AC input	- 100-240 VAC, 50/60Hz - Internal universal power supply 54V/7.8A & 12V/5A - (Total = 480W)
Operation temperature	0 ~ 40°C
Storage temperature	-20 ~ 70°C
Humidity	- Operation : 10%~90% RH - Storage : 5%~95% RH
Dimension (W x D x H)	440 x 257 x 43 mm
PCB dimension (W x D)	280 x 163 mm
Emission	FCC, CE, Canada, and C-Tick
Safety	LVD

Meter Switch: 52-Port PoE Switch (MS11) - part 1/2



Technical specifications

Network protocol and standards compatibility

- IEEE 802.3 10BASE-T
- IEEE 802.3u 100BASE-TX
- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-SX
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3x Flow control
- IEEE 802.3af/at

System parameters

Maximum VLAN ID	4K
Jumbo frame	Up to 10K bytes
Unicast MAC address	32K
Packet buffer memory	16M bits

Hardware

Hardware features	- 48×10/100/1000 Mbps copper ports+4×10G SFP+ ports - Auto MDI/MDIX - Auto-negotiation - Half-duplex / Full-duplex operations - Back pressure flow control for half-duplex operation - IEEE 802.3x flow control for full duplex operation
Factory reset button	Push button to reset the device to the default setting

Meter Switch: 52-Port PoE Switch (MS11) - part 2/2

Physical & environment	
AC input	- 100-240 VAC, 50/60Hz - Internal universal power supply 54V/14.8A & 12V/8.3A - (Total = 900W)
Operation temperature	0 ~ 50°C
Storage temperature	-40 ~ 70°C
Humidity	- Operation : 10%~90% RH - Storage : 5%~95% RH
Dimension (W x D x H)	440 x 410 x 44 mm
PCB dimension (W x D)	429.5 x 233.9 mm
Emission	FCC, CE, C-Tick
Safety	LVD



TAGLEROCK TECHNOLOGIES, LLC

IT SOLUTIONS | PROFESSIONAL, KNOWLEGABLE, PROVEN

CONTACT

205 N. 16th St.
McAllen, TX 78501
info@taglerock.com
956.682.9889

HECTOR P. GARCIA MEMORIAL LIBRARY

Thank you for your consideration of our proposal. We at TagleRock have been providing IT solutions since 2001. Our clients vary widely in size and industry, giving us a unique perspective and a wide breadth of experience, this helps us ensure your project is completed properly and on-time.

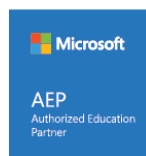
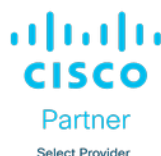
We believe in an efficient, quality orientated approach to all things IT and always make sure to put in that extra effort to ensure it's done right the first time.

We stand ready to partner with you and deliver an outstanding solution.

Don't take our word for it though! Have a look at what our customers are saying about us: <https://goo.gl/MzZRQq>

- **SPIN: 143045316**
- **Form 470 Number: 250004191**
- **Payment terms are NET30. Sample contract enclosed**
- **References follow this page**

Sincerely,
TagleRock Technologies, LLC



INFO@TAGLEROCK.COM



#TAGLEROCK



956.682.9889



LINKEDIN

TagleRock Technologies References

More references are available upon request for public and private sector clients

Entity Name:	Buckholts ISD
Primary Point of Contact:	Remy Godfrey
Phone Number:	(254) 593-2744
Project Summary:	Provide and install equipment. Install CAT6 drops.
Work Performed/Final Result:	Sold, delivered, and installed network equipment (switches and SFPs). Ran Cat6 lines for wireless access points that would be installed at a later date. No issues reported.
Entity Name:	Por Vida Academy
Primary Point of Contact:	Loren Franckowiak
Phone Number:	(361) 561-5651
Project Summary:	Provide and install Ubiquiti equipment
Work Performed/Final Result:	Provided, delivered, and installed network equipment including switches, access points, and cloud key. Installation completed successfully and no issues were reported.
Entity Name:	Diboll ISD
Primary Point of Contact:	Gerald Craig
Phone Number:	(936) 829-6996
Project Summary:	Provide equipment
Work Performed/Final Result:	Sold and delivered equipment through E-Rate to district. No issues reported.
Entity Name:	Pettus ISD
Primary Point of Contact:	Steve Sugarek
Phone Number:	(361) 375-2296
Project Summary:	Run CAT6 cable drops
Work Performed/Final Result:	Successfully completed project and no issues have been reported
Entity Name:	Evadale ISD
Primary Point of Contact:	Christopher Fikes
Phone Number:	(409) 449-3076
Project Summary:	Provide new Ubiquiti equipment
Work Performed/Final Result:	Successfully delivered units to customer and there have been no issues

[Publish Date]

[Company]

[Company Address]

This agreement will confirm the decision by [Company], hereafter referred to as the district to purchase Category 2 services and/or equipment, in the amount of \$[Subject] from TagleRock Technologies, hereafter referred to as TagleRock. The pricing for these services and/or equipment was supplied in response to 470: [Keywords], on estimate number 617, contained within Proposal [Keywords].

This agreement is effective on the date it is signed by both parties and is contingent upon E-Rate funding.

Once signed, this written acceptance of Proposal [Keywords] constitutes an agreement between the district and TagleRock that, contingent upon E-Rate funding, the district will purchase the aforementioned services and/or equipment from TagleRock, and that TagleRock will supply the services and/or equipment at the aforementioned price ([Subject]). It is agreed that the performance dates of this contract may be extended as necessary to accommodate funding delays of USAC/SLD and other unforeseen occurrences beyond TagleRock's or the district's control. The school has the option to cancel this contract at any time with a minimum of thirty (30) days written notice. Should the district cancel the contract, TagleRock shall be entitled to payment for deliverables in progress and/or that have already been delivered/received by the district, if return shipping is required the district will be responsible for all return shipping costs.

Please sign below to acknowledge your acceptance, agreement, and understanding of this contract, and return a copy to us. Electronic, photocopy, and pdf copies, including signatures, shall be deemed original.

TagleRock Authorized Signature:

Signature

Printed Name and Title

Date

The District's Authorized Signature:

Signature

Printed Name and Title

Date



Estimate

205 N 16th St.
McAllen, TX 78501
www.taglerock.com
(956) 682-9889
info@taglerock.com

Date	Estimate #
1/15/2025	1678

Name / Address
Hector P. Garcia Memorial Library Marisol Vidales 434 S Ohio St Mercedes, TX 78570

Please note that, unless otherwise noted, any shipping required for the return of a product(s) due to the item being defective, unused, un-needed, etc... is billable to the customer.

Project

Line No.	Item	Description	Qty	Rate	Total
1	Meraki MS250-48FP-HW	Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	3	4,526.08	13,578.24
2	Meraki LIC-MS250-48FP-5YR	Meraki MS250-48FP Enterprise License and Support 5YR	3	952.53	2,857.59
3	Meraki MX105-HW	Meraki MX105 Router/Security Appliance	1	2,906.84	2,906.84
4	Meraki LIC-MX105-SEC-5Y	Meraki MX105 Advanced Security License and Support 5YR	1	9,047.79	9,047.79
5	Meraki MR56-HW	Meraki MR56 Wi-Fi 6 Indoor AP	6	773.74	4,642.44
6	Meraki LIC-ENT-5YR	Meraki MR Enterprise License 5YR	6	246.78	1,480.68
		Sales Tax		8.25%	0.00
			Total		
			\$34,513.58		

TagleRock will gladly use the district's preferred method of disbursement (SPI or BEAR). To accept this estimate a valid signed sales contract or PO in the amount of the estimate (BEAR) or the amount remaining after USAC discount (SPI) is required. Please note that unless otherwise specified prices for equipment are non-stocked items and are therefore subject to change based on manufacturer price increases.

TagleRock Spin: 143045316
TagleRock FCC ID: 0024188807

USAC E-Rate RFP 2024-2025

Presented By:
Zachary Hill
E-Rate Account Executive
832-209-6087
erate@hlsolutionscorp.com
HL Solutions - SPIN 143051240

ESTIMATE

Estimate Total (USD)
\$8,170.00

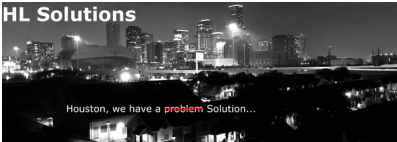
BILL TO
**HECTOR P. GARCIA MEMORIAL
LIBRARY**
Marisol Vidales
434 S OHIO ST
Mercedes, Texas 78570
United States

956-565-2371
mvidales@cityofmercedes.com

Estimate Number: 250011178-1
Estimate Date: January 27, 2025
Valid Until: February 26, 2025

ITEMS	QUANTITY	PRICE	AMOUNT
Data Drops Cat6 full copper cable from MDF/IDF to end device. Includes patch panels, RJ45's, network jacks, testing, and certification with lifetime warranty. *Does not include any conduit if needed.	43	\$190.00	\$8,170.00
Total:			\$8,170.00
Estimate Total (USD):			\$8,170.00

Notes / Terms
We are bidding on the cabling only. We are not bidding on the antenna portion as it is not clear as to what is requested/required.



HL Solutions Int Corp
2115 Runnels St
6403
Houston, Texas 77003
United States

Contact Information
8322096087



HL SOLUTIONS: Empowering IT Innovation Across Industries

HL SOLUTIONS is a leading U.S. provider of integrated information technology (IT) solutions, serving small, medium, and large businesses, as well as government and educational institutions. We deliver critical solutions tailored to the increasingly complex IT needs of our diverse customer base. Our comprehensive offerings span hardware, software, and advanced IT solutions, including mobility, security, data center optimization, cloud computing, virtualization, and collaboration.

Our experienced sales force and service delivery teams, comprising highly skilled technology specialists and engineers, ensure exceptional service and expertise. Importantly, all our installers are directly employed or closely monitored by HL SOLUTIONS, ensuring quality control, accountability, and a consistent customer experience. We do not rely on third-party or outsourced engineers, guaranteeing superior service and alignment with our high standards.

As a trusted partner for leading original equipment manufacturers (OEMs) and software publishers, we extend their reach with cost-effective sales and marketing solutions, delivering consistent brand experiences and extensive customer access.

We simplify technology for our customers by guiding them through the design, selection, procurement, integration, and management of IT systems. By acting as an indispensable extension of their IT teams, we enable organizations of all sizes to optimize their IT infrastructure efficiently. Our multi-brand, technology-agnostic approach ensures tailored solutions that meet each customer's unique requirements.

HL SOLUTIONS serves a diverse customer base, including private-sector businesses, government agencies, and educational institutions. Our market segmentation strategy empowers us to deliver customized solutions through specialized sales and service teams with deep technical expertise and knowledge of the industries they serve. This approach is especially valuable for customers lacking the in-house expertise or resources to evaluate and implement IT solutions effectively.

Our balanced and scalable customer base, combined with our extensive market coverage, positions us to navigate economic and technological shifts while driving consistent growth. At HL SOLUTIONS, we are committed to being a trusted partner in transforming IT challenges into opportunities for innovation.

About US

Our team is committed to supporting government and education customers.

Multiple Account Executives dedicated to Texas education customers.

Expert teams of agnostic pre-sales technical specialists and field solution executives who can help you select the right technology for your business needs

Logged in as FRN: HL Solutions Int Corp (0027763713) [[Log Out](#)]

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3/10/2020 10:17 PM

Current Status of FRN 0027763713

STATUS: **Green**

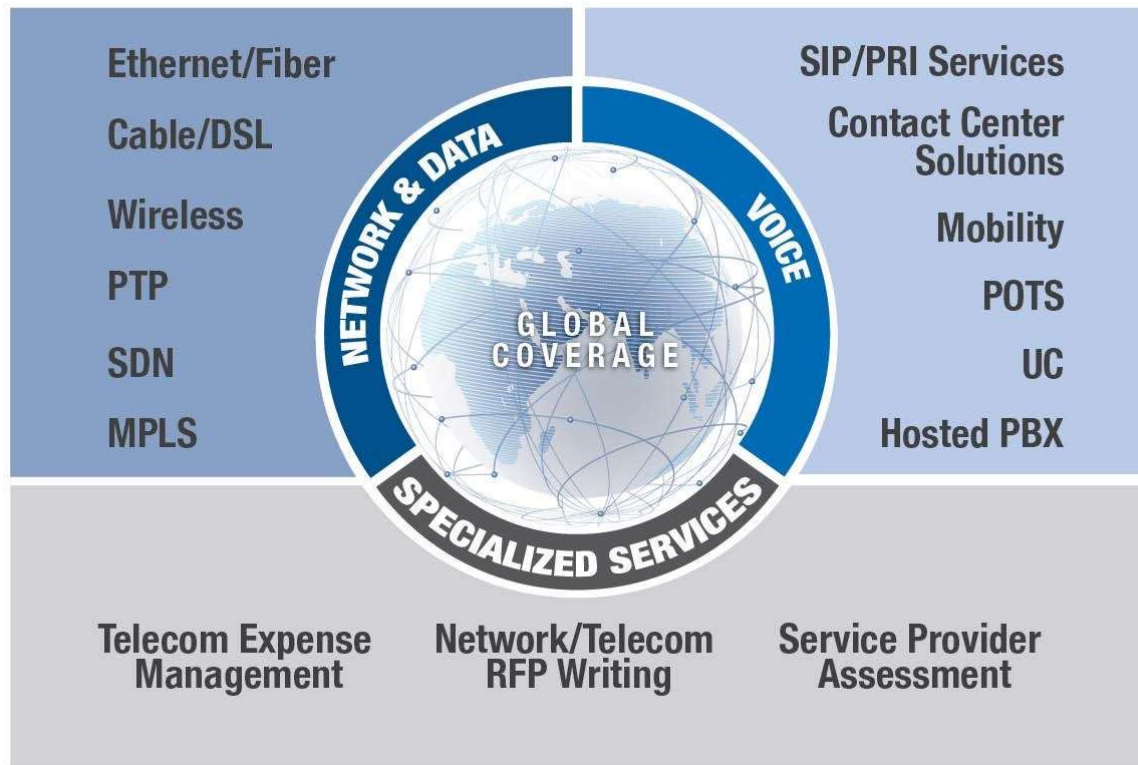
You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 03/10/2020 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.

Top Networking Partners



HL SOLUTIONS E-rate Solution Capabilities

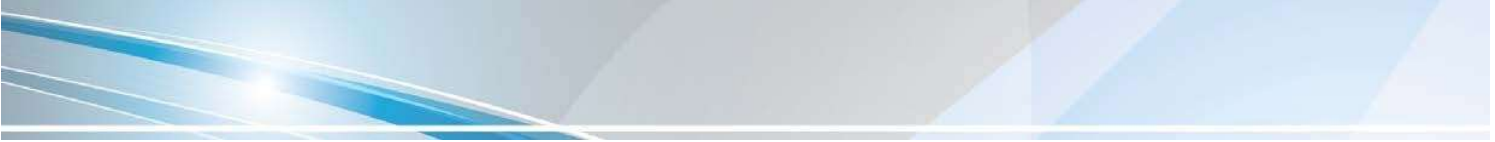


Network Infrastructure

Your data center's security, availability and optimal performance level takes precedence.

Our team of data center experts can help by assessing, monitoring, securing and refreshing your network environment while keeping it under-budget and out of the minds of end-users. Utilize our varied assessments, health checks and analyses to develop the ideal solution for keeping your data quickly and safely accessible to you (and only you). Our analysis and planning tools include:

- ü Network Health Check
- ü Site Survey
- ü Wireless Networking Planning
- ü Network Design Preparation



Security

Protect your systems by enacting strong IT defense mechanisms against rogue attacks.

Are you CIPA compliant? The Children's Internet Protection Act requires schools and libraries to restrict access to obscene or harmful internet content. In fact, your E-rate eligibility hinges on this federally mandated set of network requirements. HL SOLUTIONS can review your organization's current security and seamlessly design a solution that fits your needs. Once in place, we will continue to monitor for vulnerabilities and recommend corrective action when necessary. Our security services and recommendations include:

Proposal For

Internal Connections (Category 2)

470 Application Number: 250011178

2025-2026 Funding Year / YR 28

Hector Garcia PL

PRESENTED BY:



Feb 14, 2025

EduTEKS SPIN #: 143051181 / FCC RN 0028079028

Pablo Ruiz pablo@eduteks.net Alex Obregon alex@eduteks.net

Statement of Confidentiality

This document includes data that shall not be disclosed to any third party and shall not be duplicated, used or disclosed for any purpose other than for internal evaluation of this proposal. If a contract is awarded to EduTEKS INC as a result of, or in conjunction with the submission of this proposal, except as noted, the contracted parties shall have the right to duplicate, use or disclose data to the extent provided in the resulting contract.

**Hector Garcia PL
434 S Ohio Ave
Mercedes, TX 78570**

RE: Category 2 Services FY 2024-2025 470 ID: 250011178

EduTEKS is pleased to submit this proposal for Category 2 Erate Services to support Hector Garcia PL. This proposal provides a scalable, reliable, and high throughput infrastructure for your students and faculty. EduTEKS recommendations will improve, secure and provide scalable network upgrades for your district's network needs. As with all our products we sell we do offer basic maintenance for one year.

EduTEKS is an authorized Erate provider registered with Schools and Library division (SLD) with SPIN number 143051181. We use USAC's SPI Billing Method. We firmly request that the district provide a purchase order number in order to commence work, with a net 30 for invoices. EduTEKS' capability to install, configure, and deploy customized managed services makes us different from other vendors and a key benefit to school districts with whom we do business.

Unlike many of our competitors, we don't have a lot of expensive "overhead". We hire, cross train, and invest in perpetual learners who know how to best deploy technology and translate its advantages to your business across multiple levels.

EduTEKS is a technology company that leverages automated and integrated technologies to remain nimble. We then pass those savings on to you, so that we can both accomplish our shared vision.

We have an incredible customer retention rate due to our customer first attitude along with a fanatic approach to support.

We hope to begin a great relationship with you and your staff at Hector Garcia PL! Please feel free to contact us at 210.858-8510. My email is: pablo@eduteks.net OR Alex Obregon - Alex@eduteks.net, should you have any questions regarding our proposal.

Pablo Ruiz
CEO
EduTEKS INC
(O)210-858-8510 Ext 303
(C)210385-7027

About Eduteks

Eduteks was founded in 2006, steadily garnering a market share in Greater San Antonio through word of mouth referrals thanks to outstanding service. Eduteks has continued to build its capability set so that we can offer best of breed services in all our offerings. Regardless of your business sector or specific technical needs, Eduteks has the know-how to help you succeed in today's marketplace. In 2014 Eduteks co-authored a Teacher Incentive Fund grant which has totalled over \$56 million of funding to 5 local school districts to date. Eduteks has spent years developing products and services tailored to our 15 clients with the focus of bringing enterprise grade services to the small and mid- size business market. Eduteks specializes in technology managed services, cloud services, and cyber security solutions.

Eduteks Capabilities

Certifications

- Microsoft:
- Cisco: CCNA
- Azure
- PFSense
- Security – CISSP
- Cabling Certifications: Belden & Hubbell

Company Profile (Differentiators)

- In Business for 16 years.
- Network Infrastructure
- Cabling/Wire Certified Installers
- Robust training program for employee improvement
- Over 75 Years of experience in-house

QUOTE #1

	Project Name: Hector Garcia PL		470 App#:	250011178
Type	Description	QTY	Retail	Extended
Hardware				
IC	Mfr #: N224-01K - Cat 6 cable for data drops	43	\$184.85	\$7,948.55
IC	Mfr #: TC-K50C6: TRENDnet Cat6 Keystone Cat6 RJ45 Keystone	86	\$4.32	\$371.52
IC	Jhooks	2	\$30.30	\$60.60
IC	CAT6 Patch cables 1 ft	30	\$7.58	\$227.40
IC	CAT6 Patch cables 3 ft	33	\$10.61	\$350.13
IC	Mfr #: TC-KP24: TRENDnet TC-KP24, 24-Port Blank Keystone 1U	2	\$68.18	\$136.36
	Hardware Subtotal:	9,095	\$0.00	\$0.00
Installation				
IC	Turnkey cable installation: Jhooks, keystones, patch panels, wire management)		\$0.00	\$0.00
IC	CAT 6 Cable drops: Terminate/Test/label	43	\$11.65	\$500.95
IC	24 Port Patch panel Install	2	\$45.45	\$90.90
IC	CAT6 Patch cable installation (wire management)	43	\$5.73	\$246.39
	Installation Subtotal:	838	\$0.00	\$0.00
Licensing				
Miscellaneous Charges				
IC	Freight	1	\$413.39	\$413.39
IC	Travel	1	\$530.30	\$530.30
	Subtotals			\$10,876.49
	Taxes			
	Grand Total			\$10,876.49
Notes and Instructions				
Basic Maintenance Included 1st year				
	Total E-Rate Cost			\$10,876.49
	Total E-Rate District Portion	20%		\$2,175.30
	Total USAC Portion	80%		\$8,701.19

APPLICANT		PROVIDER	
Organization	Hector Garcia PL	Company Name	EduTEKS INC
Contact Name	Michael Rocha	Contact Name	Pablo Ruiz
Contact Email	mrocha@cityofmercedes.com	Contact Email	pablo@eduteks.net
Address	434 S Ohio Ave	Address	702 Cincinnati Ave Ste A
City, ST, Zip	Mercedes, TX 78570	City, ST, Zip	San Antonio, TX 78201
USAC BEN	141661	USAC SPIN	143051181
FCC Form 470 #	250011178	Bid #	QUO250011178
E-Rate RFP #	250011178	Bid Amount \$	\$10,876.49
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this agreement shall commence (a) on or after July 1, 2025 and shall terminate on June 30, 2026 for recurring services or (b) on or after April 1, 2025 and shall terminate on September 30, 2026 for non-recurring services. The agreement expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:		For Provider:	
		Digitally signed by Pablo Ruiz DN: cn=Pablo Ruiz, o=EduTEKS, ou=EduTEKS, email=pablo@eduteks.net, c=US Date: 2025.02.14 07:25:59 -06'00'	
Applicant Signature	Date	Pablo Ruiz Provider Signature	2/14/2025 Date
		Pablo Ruiz	
Printed Name:		Printed Name: CEO	
Title:		Title:	

General Information

Contact

Eduteks

Office: 210-858-8510

Fax: 210-899-3354

702 Cincinnati Ave. Ste A

San Antonio, TX 78201

Pablo@eduteks.net

Alex@eduteks.net

References

- SWP NW campus Camera upgrades
Christinn Jean
Southwest Preparatory
210-829-8017
210-829-8514
christinn.jean@swprep.org
- George Gervin Gym Tech buildout
Frances Boynes
George Gervin Academy
210-804-1786
210-828-0264
flee@gervin-school.org
- Brillante Academy Campus Network buildout
Aaron Brenner
Brillante Academy - Mission TX
(956) 474-3242
aaron.brenner@setonpartners.org
- Granger ISD Cabling
Seth Terry
Granger ISD
512-859-2173
sterry@granger.txed.net
- Presidio ISD Network UPS upgrade
Izael Valdez - ivaldez@presidio-isd.net
Tech Director
(432) 229-1177



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steven Ruiz(194737P) 7310 Blanco Rd Ste 100 San Antonio TX 78216-4972		CONTACT NAME: Steven Ruiz	
		PHONE (A/C, NO, EXT): 210-904-0039	FAX (A/C, NO):
		E-MAIL ADDRESS: sruiz1@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED EDUTEKS, INC. 702 CINCINNATI AVE STE A SAN ANTONIO TX 78201		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D: Fire Insurance Exchange	21660
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$	
	DED ☐ RETENTION \$ ☐							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	A07523699	08/26/2024	08/26/2025	☒ PER STATUTE ☐ OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N ☐ Y ☐	E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

EDUTEKS, INC. 702 CINCINNATI AVE STE A SAN ANTONIO, TX 78201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Ruiz

EduTEKS

EduTEKS is a veteran owned business, founded in 2006 and has steadily garnered a market share in Greater San Antonio through word-of-mouth referrals thanks to outstanding service.

EduTEKS specializes in network managed services, cloud services, cyber security solutions, data analysis and reporting, and application deployment and management.

EduTEKS has spent years developing services tailored to our clients with the focus of bringing enterprise grade services to the small and mid-size business market.

For more information on how we can support Federal, State, and Local contracts, please call Pablo Ruiz or Alex Obregon @ 210-858-8510.

AREAS OF EXPERTISE



- Network design & Implementation Server
- Virtualization / Migration VPN / Firewall /
- PfSense
- Network & Server backup
- Data Analysis
- AZURE Setup and Configuration

EDUTEKS DIFFERENCE



- 25 Years Experience
- 95% Client Retention Rate
- Current Clients - 17
- Onsite Monitoring
- 24 / 7 / 365
- Partners and Teaming Success
- Knowledge transfer

CERTIFICATIONS



- Microsoft
- Cisco
- CISSP
- HUB, HABE, SBE, MBE, ESBE, VBE

COMPANY DATA



- DUNS #: 045679031
- Cage Code: 8DHM9
- SBA Status: Small Business
- NAICS Codes: 238210 334210
334210 541512
611420

CORPORATE PARTNERS



Hewlett Packard
Enterprise

EduTEKS Inc – <https://eduteks.net>
(210) 858-8510
702 Cincinnati Ave San Antonio, TX 78201



CYTRANET

CONNECTING TODAY, EMPOWERING TOMORROW

YOUR CUSTOM PROPOSAL

Telecommunications Firm, LLC
PO Box 230801
Las Vegas, NV 89105
Tel: 702-864-5000 Fax: 480-591-9820
info@Cytranet.com
www.Cytranet.com



Cytranet is honored to be given the opportunity to present this proposal to your organization. We have reviewed and accept all the terms and conditions of the request.

Cytranet is in the business of making connections. We recognize the value of matching the right people with the right company, and we take the same approach with our communication service. There are many companies that can provide a dial-tone, but we believe that you deserve a partner that takes your agency as seriously as you do, and that starts with the right connection.

Having read and evaluated your Request for Proposal, we are confident that Cytranet cannot only meet your requirements but also exceed your expectations in multiple areas — ranging from communication infrastructure and carrier-grade quality of service to technical support and customer service. We call it Amazing Support and we look forward to delivering it to you.

We started this company to provide what we call Amazing Support to our customers, and we have spent the last ten years building a culture around that concept. We knew early on that the only way to become a leader in the Unified Communications industry is to provide the best service possible to our customers. Technical innovation features, and ancillary services are very important in this industry, and we devote a large amount of resources to R & D. We believe that innovation within the service part of our organization is equally as important. In fact, by applying the concept of Amazing Support to all parts of the business, we have been able to create a company that puts the needs of our customers ahead of anything else.

Naturally, Amazing Support means that our customer service and support departments are second to none. But we take Amazing Support much further than that. In our Infrastructure and IT department, Amazing Support means only using Tier 1 class telecommunications hardware and software from vendors including Acme Packet, Oracle, Cisco, HP and Brocade. It also means co-locating our platform in Carrier-Class data centers that are geographically protected from natural disasters, located on multiple power grids, have provided 99.999% uptime for at least five years, and served by at least ten diverse fiber providers.

Please review the pricing information we provide below. If you have any questions about this response, the company Cytranet, or the services we provide, please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Doug Roberts", is written over a light blue horizontal line.

Doug Roberts

PRESIDENT, TELECOMMUNICATIONS FIRM, LLC



COMPANY HISTORY

Cytranet is one of the leading providers of voice, data, cloud, and managed IT services in the Southwest, as well as having a nationwide reach. Supporting over 1,000 businesses, nonprofits, and government agencies of all sizes, Cytranet is the most experienced provider of technology services in the region. Based in Las Vegas, Nevada, we offer single-source solutions that support the latest in Voice and IT Services. We serve our clients' local to global locations. Our technology experts design, deliver, and manage end-to-end solutions. For example, phone service, fiber internet, networks, equipment, data centers, monitoring, managed Wi-Fi and support.

For over 15 years, Cytranet has provided personalized support, and we take great pride in our clients' testimonials. Our experienced staff is accredited by leading technology providers, and our on-time delivery and 24x7 support consistently earn accolades from our customers. We are focused on your success.

Cytranet specializes in a wide range of services, including tailored voice and data networks, and IT services and solutions for medium size businesses and enterprises nationwide. We are committed to providing each and every one of our clients with high quality service and support. Our unique team is incredibly friendly and can help you every step of the way in growing your business. We expertly combine our services in order to provide you with customized help and support, so you only get what you need and what you want. Our innovative approach starts with a thorough investigation of your company's needs to succeed so that we can ensure a perfect fit with you and our services.

Cytranet's clients benefit greatly when they choose to partner with us. Not only will you have more energy and time to focus on your business while we handle your voice, data, and IT needs, but you will experience happier and more productive employees, too. Let us help you open the doors to more technology so that your network will always perform to your standards and that your company will be able to outperform its competitors with ease. Rest assured knowing that your voice and data services are optimized, maintained, and protected – because guaranteeing your business's technology runs smoothly is our top priority.



CONFIRMATION OF COMPLIANCE

Cytranet is nationally recognized as a leading provider of Hosted VoIP, SIP, PRI, Video, and Unified Communications. Cytranet is also ranked #1 in reliability and customer service and is one of the fastest growing companies in the VoIP industry. Cytranet's intuitive online platform allows for an unlimited number of VoIP features, all for a single, predictable monthly price. Cytranet has reviewed all of the specifications of this request, and believes that it is truly the best provider to be able to meet all of the objectives and goals of this request.

The following products and features distinguish Cytranet Communications above all competition in the communications marketplace:

Platform Ownership. Cytranet has developed—and has full ownership and control of—our proprietary Cytranet platform and all attendant cloud architecture and software. Ownership of the Cytranet platform provides for rapid application development and extremely fast turnaround on technical support issues. It also allows for more flexible pricing, as Cytranet isn't obligated to any third-party developers. Cytranet's elite team of developers and telecommunications experts has broad experience and a deep understanding of VoIP and the underlying technologies. This pool of expertise greatly strengthens the stability of the firm.

Experienced Staff. Platform ownership ensures that Cytranet is qualified and committed to supply your organization with the technology it deserves. This capability not only includes matters of maintenance but also future systems enhancements. Cytranet has already gained recognition for developing many vertical-specific features tailored to the various segments of Cytranet's client base. These features include functionality such as Emergency Outbound Notification for K-12 school districts and Broadcast Paging for food services. Our skilled engineers are passionately dedicated to maintaining system performance for our clients. Cytranet's system is backed by an aggressive Service Level Agreement (SLA), which is included in this response.

Related Experience. Cytranet has performed many of the largest true Hosted VoIP installations currently deployed throughout the US. Cytranet has garnered impressive experience in several government deployments. These deployments differentiate Cytranet above its SMB-focused competitors. For example, Cytranet recently deployed our Hosted VoIP solution in a large MLB baseball stadium, as well as in a large hospital system with over 1,000 users.

Inclusive Pricing. Cytranet has a unique pricing strategy. Our all-inclusive pricing covers the full spectrum of both classic and advanced features in its hosted VoIP suite. Cytranet does not charge additional fees for unlimited auto-attendants, voicemail boxes, ring groups, queues, schedules, user groups, or dial-plans. Nor does Cytranet charge for features such as Virtual Fax, Call Center, Conference Bridges, et cetera. Many providers charge additional fees for many of these services or restrict the number allowed.

Industry Leading Reliability. Cytranet's up-time and reliability lead the hosted VoIP industry. Many of providers experience frequent—and often prolonged—outages, impacting telecommunications clients with serious consequences.

Often such outages are caused by lack of engineering resources or lack of deep product knowledge. In contrast, the Cytranet platform has full-mesh redundancy, geographic diversity, and a skilled team of intelligent engineers dedicated to maintaining system performance for all Cytranet clients.

Dedicated Fiber Internet

100mb/100mb

\$709/month - \$550 installation

250mb/250mb

\$1065/month - \$550 installation

500mb/500mb

\$1368/month - \$550 installation

600mb/600mb

\$1467/month - \$550 installation

1000mb/1000mb

\$1515/month - \$550 installation

5000mb/5000mb

\$3111/month - \$1250 installation

10000mb/10000mb

\$4353/month - \$1250 installation

IP addresses included at no charge, up to 128 block. Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed. Prices are per individual circuit.

Point-to-Point MPLS Fiber

1000mb/1000mb

\$1900/month - \$550 installation

10000mb/10000mb

\$2500/month - \$1250 installation

Prices are for complete circuit (both locations). Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed.

Voice

PRI (23ch) – Unlimited Local & LD

\$399/month - \$550 installation

Analog Line – Unlimited Local & LD

\$29.99/month - \$50 installation

Hosted Phone Seat – Unlimited Local & LD

\$29.99/month - \$50 installation

SIP Trunk Channel – Unlimited Local & LD

\$19.99/month - \$50 installation

Each line includes a single DID, additional DIDs billed \$1 each. Toll-Free numbers billed at \$0.04/minute. Taxes, fees, surcharges of up to 17.5% may be assessed.

Managed Network

Gigabit Router with Integrated Firewall

\$299/month - \$349 installation

48-port Gigabit PoE+ Switch with 4 SFP ports

\$199/month - \$249 installation

802.11ac Wave 2 Cloud-Managed WiFi Access Point

\$39/month - \$149 installation

Gigabit Router with Integrated Firewall with Unlimited LTE Backup Plan

\$399/month - \$349 installation

SD-WAN Appliance with Traffic Shaping & Failover

\$199/month - \$149 installation

Managed 12-port Auto-Reboot Power Appliance

\$99/month - \$149 installation

Cable Drop CAT6 (Labor Only)

\$149 installation

Data Center/Cloud Services

42U Full Rack, 15A Power, 1000M Internet, 64 Public IPs

\$1999/month - \$599 installation

21U Half Rack, 15A Power, 1000M Internet, 64 Public IPs

\$999/month - \$399 installation

Exchange-compatible Email Mailbox with 25GB Storage

\$9.99/month - \$25 installation

Data Backup of VMware or Hyper-V Servers with 60 Day Retention

\$2/GB/month - \$999 installation

Data Backup of Files with 60 Day Retention

\$1/GB/month - \$499 installation

Web Content Filtering

DNS-Based CIPA compliant filter

\$0.09/student/month - \$499 installation

Internet Access

The Importance of Being Well-Connected

Internet Designed for Enterprises

Enterprise businesses today require the most reliable, scalable and cost efficient way to connect to the public Internet.

Cytranet delivers enterprise grade internet services over a wide range of access options, features and price points to fit your business needs.

Serving the Distributed Enterprise

Reliable and affordable connectivity for your business locations everywhere:

- Nationwide Points of Presence
- Extensive fiber infrastructure
- Metro footprint / On-net Locations
- Private Peering with major Internet backbones
- Inter-connecting with major providers of:
 - Telecom
 - Cable
 - Fiber
 - Ethernet
 - 4G/LTE Wireless

Flexibility to Meet Your Needs

Terrestrial and wireless options:

- Ethernet – 10Mb, 100Mb, 1Gb, 10Gb
- Cable/DOCSIS
- Fiber to the Internet (FTTI)
- TDM (T1 & NxT1)
- DSL
- 4G LTE Wireless

Trusted Network Security

In-house security expertise with services to protect your brand.

- Premises Firewalls with SPI and IPS
- SIEM and Log Management
- IPsec VPN and Hybrid Networks
- Application Control
- Content Filtering
- PCI DSS Solutions

Services

- Rapid activation intervals
- Multiple access options
- Flat rate and usage based options
- Full suite of managed security services
- 24 x 7 network monitoring management and technical support
- Industry-leading SLA's

Benefits

- Improve customer experience
- Protect your brand
- Reduce costs



Connect to Cytranet IP Services

Leverage our portfolio of IP services.

- Hosted Voice Services
- Secure WiFi & Analytics Services
- IPsec VPN and Hybrid Networks
- MPLS Networks
- Application Performance Optimization

Engineered for Enterprises

Cytranet manages for peak bandwidth utilization, and when traffic exceeds pre-set thresholds, capacity is rapidly increased to avoid congestion.

Industry leading network reliability combined with robust national infrastructure ensures low latency and jitter for reliable voice and video applications.

Comprehensive Set of Features & Options

- Managed Network Services
- Utilization monitoring via portal
- Professional Installation
- Public IP allocations to meet customer requirements
- Primary and secondary DNS registration/hosting
- Web and e-mail hosting services
- Border Gateway Protocol (BGP)
- Network Access Translation (NAT) to conserve scarce IPv4 addresses
- Network redundancy and diversity

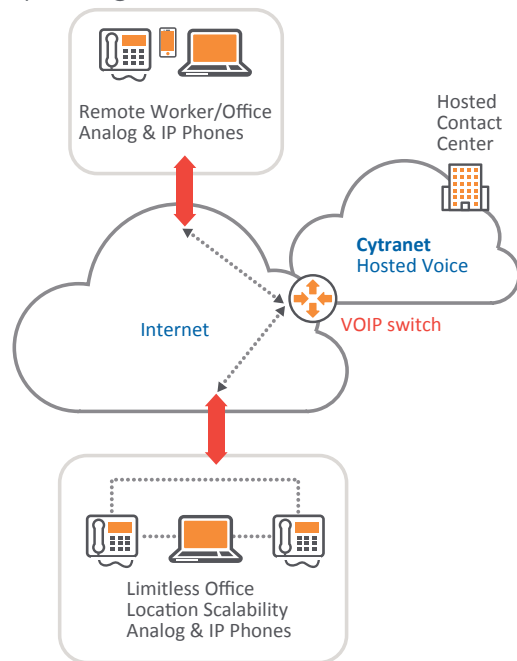
Hosted Voice Analog Service

Start Your Migration to the Cloud

Nearly 50% of all businesses have migrated away from legacy voice services to a cloud based voice service.

Isn't it time for you to make the move to eliminate voice POTS lines, consolidate providers and simplify management of voice services?

Bring your own broadband to reduce operating costs.



Keep Your Analog Phones

- No need to invest in new IP phones
- No user training required
- Leverage cloud based features

Advantages for Your Business

- Analog and IP phones on same platform – a mixed environment with free calling between locations
- Migrate to IP at your own pace, avoid capital expense of purchasing new IP phones
- Analog phone users gain access to cloud based features including unified voicemail, unified fax, Web Management Portal (CommPortal), call routing and find me/follow me.
- Reduce operating expenses by eliminating POTS lines and simplify vendor management.
- Unlimited local, long distance and Toll Free calling within the United States.

Powerful Communications Portal Tool

- Manage your phone from any web connection
- Play your voicemail anywhere

Features

- Analog Phones
- Analog Fax Machines & Modems
- Analog Telephone Adapter included
- Flexible Call Routing
- Simultaneous Ring
- Voicemail to Email
- Online Portal to Manage Services
- Unlimited Local, Long Distance & Toll Free
- Free Site-to-Site Calls
- Abbreviated Dialing Between Sites
- BYOB Option
- Hosted Contact Center Option
- Auto Attendant

Contact us at 1-877-358-9390
www.cytranet.com

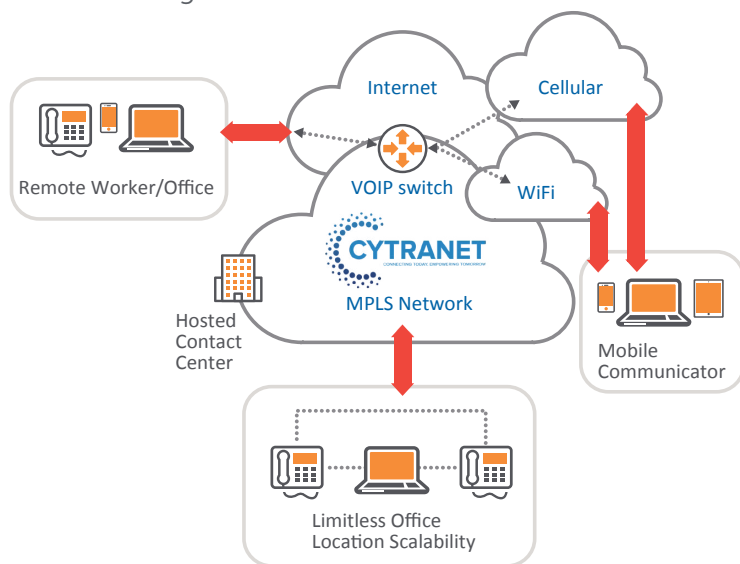


Hosted Voice

Rethink Your Phone System — Never Miss a Call

Looking for innovative ways to increase revenues and productivity? Need to ensure you never miss a call or suffer from a service outage? Want to save money and avoid capital expenses?

In the world of business, a phone system is more than a tool for facilitating conversations; it's a conduit to customer orders, more efficient employees, better customer relationships, and cost savings.



Upgrading your phone system to a Hosted Voice solution can deliver significant advantages.

Advantages for Your Business

- Scalable fully-managed flexible solution that grows as your business evolves
- Unified communications without the complexity and capital expense of a new phone system
 - Business continuity protection with flexible routing options so you never lose connections with customers
- Simple web-based management tool provides both system management control and user customization
- Reduce operating expenses with an all-inclusive service bundle
- Avoid technology obsolescence – simply add features and services as they become available
- Bring your own broadband, keep your analog phones and migrate to IP phones at your own pace
- Unlimited local, long distance and Toll Free calling within the United States

Features

- Flexible Call Routing
 - Simultaneous Ring
 - Voicemail to Email
 - Online Portal to Manage Services
 - Unlimited Local, Long Distance & Toll Free
 - Free Site-to-Site Calls
 - Abbreviated Dialing Between Sites
 - Flexible Bandwidth Options
 - Quality of Service
 - BYOB Option
 - Hosted Contact Center Option
 - Auto Attendant
 - Unified Fax
 - Incoming Call Manager
 - Mobile Communicator
 - Salesforce.com Integration
 - Analog Phones Supported
-
- Voice, Internet and private Data on a single connection with quality of service
 - Drive more revenue for your business with business productivity tools

Hosted Voice

Powerful Communications Portal Tool

- Manage your phone from any web connection
- Play your voicemail anywhere
- Ring your office phone and cell phone at the same time and never miss calls
- Save time and money by streamlining your business operations

Mobile Communicator — Take your office anywhere!

- Turn your Android or Apple Device into your office phone
- Make and receive calls as if you were in the office
- Soft phone for your PC
- Instant Messaging and Presence keeps you connected

Hosted Contact Center

Your customers might not be as satisfied as you think¹...

66%

Consumers switched brand or business due to poor customer service

82%

Consumers who switched, but said the brand could have done something to stop them

Source

1. Accenture Global Consumer Pulse Survey, 11/13

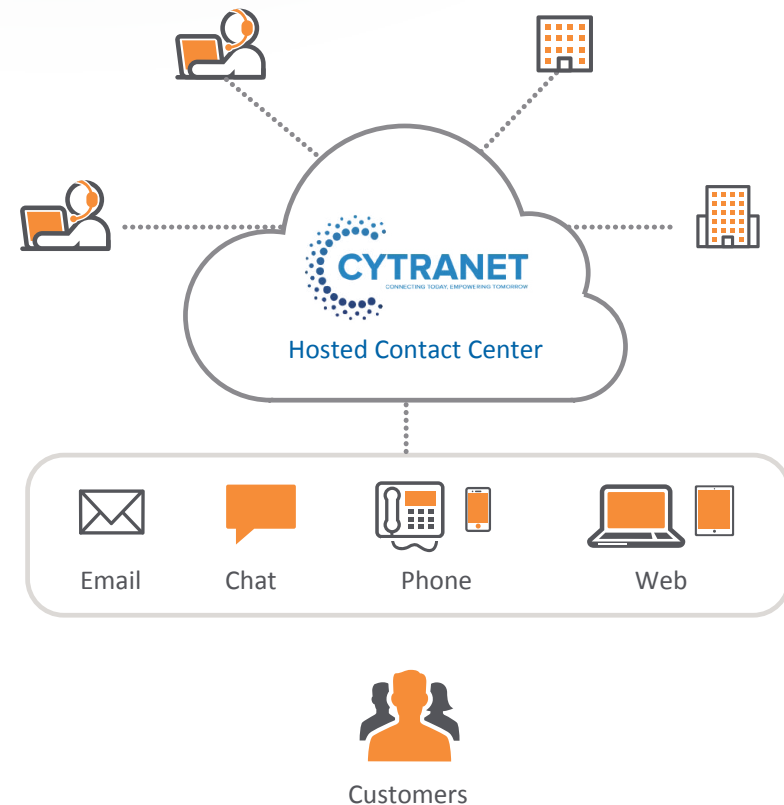
2. Ovum, Optimizing Customer Service in a Multi-Channel World, 10/10

Stay Connected with Your Customers

52% consumers use 3 or 4 channels to connect: email, chat, web, phone or social media²

Keep Your Customers Happy

Let your customers connect with your business in the methods they prefer. Be ready to connect them quickly to the right persons and to give them the answers and support they need.



Contact us at 1-877-358-9390
www.cytranet.com

PRI Services

Integrated Voice, Data and Cloud Applications

Integrate traditional voice services with Internet and data over a single, reliable connection. Leverage emerging technologies with access to advanced cloud-based applications including Hosted Contact Center and Unified Communications. Position your business for growth, enhanced collaboration, and scalability while reducing costs.

Line Side Service

- Nationwide local telephone service including long distance and dynamic Internet
- Multiple access methods including DSL, T1 and Ethernet
- Add powerful options including Auto Attendant and MPLS to connect multiple locations
- Added value with numerous free services included, such as unlimited local calling, email accounts, static IPs and managed router
- A full line of CLASS features, including hunting

CLASS Features Include

- **Call Hold:** Place callers on hold
- **Call Forward:** Forward lines to another number
- **Call Park/Pickup:** Pick up call on another phone
- **Call Transfer:** Transfer calls to another line
- **Caller ID:** See incoming name and number
- **Three Way Calling:** Add a third caller to a call
- **Call Hunting:** Forward incoming call to next available line
- **Extension Dialing:** Use abbreviated extension for intra-company calls, even at different locations
- **Auth Codes:** Provide authorized users with personalized code to make toll calls

Additional Options

- Toll Free Service
- Shared Long Distance
- Virtual Call Forwarding
- Additional Email Accounts
- Auto Attendant
- Unified Voice Mail and Fax
- Call Router

Included FREE

- Unlimited Phone Service
- One Toll Free Number
- One Voice Mail Box
- Dynamic Internet
- Up to 50 Email Accounts
- 1st year free domain name registration
- Up to 5 Usable Static IPs
- Free Calls Between Sites
- Basic Managed Router
- Professional Installation

Benefits

- Bandwidth Up To 100 Mbps
- CLASS Features
- DSL, T1 and Ethernet Access
- No Activation Charges

Contact us at 1-877-358-9390
www.cytranet.com



SIP Trunking

Simplified and Reliable Voice Network

Unified and Scalable Voice Network

Flexible deployment options to consolidate multiple locations with diverse PBXs into a unified, simplified and highly scalable enterprise voice network. Lab certified PBX compatibility.

High Performance

High quality Voice with guaranteed CoS prioritization delivers industry leading SLAs:

- 4.0 MOS
- Delay < 45ms
- Jitter < 1ms
- 99.9% delivery ratio
- 99.999% availability

Gain Economies

Optimize your network by converging Voice and Data and eliminating internal voice usage fees.

Business Continuity

Keep mission critical voice services running with our highly redundant private IP network, SIP Failover, load balancing and auto reroute.

Trunk Utilization Monitoring & Reports

Online portal visibility for quality control and capacity planning.

Features

- Private Voice and IP network
- SIP failover, auto reroute
- Load balancing
- Aggregated trunking for bursting
- G.711 or G.729
- PBX certifications
- Trunk utilization monitoring

Benefits

- Reduce costs
- Ensure high quality voice
- Eliminate voice outages
- Easy to manage unified voice system
- Highly scalable



Build Your Own Voice Network with Flexible Deployment Options



Distributed

- Direct SIP connection to each site
- Dedicated call capacity
- High redundancy



Aggregated

- SIP connection to centralized hub
- Locations share trunk capacity
- Efficient use of call capacity



Hybrid

- Combination of distributed and aggregated designs
- Multiple hubs for added redundancy
- Share resources + add resiliency

Control Your Path to SIP

Our experts will help architect a solution to match your migration path to a SIP voice network while leveraging current assets.

SIP Voice Termination

Cytranet Voice Termination service provides termination of nationwide 1+ domestic traffic for facilities-based carriers. The carrier originates and aggregates traffic on their network, then hands the traffic to a Cytranet Voice Term hub through a SIP or TDM handoff.

On Net Carrier Termination delivers Cytranet's highest quality domestic long distance termination. It uses direct ILEC connectivity to provide the highest voice quality available and guards against direct and indirect looping.

Premier Carrier Termination uses Cytranet's highest quality routes to terminate domestic long distance traffic. This product offers a high ASR% and lowest average, post-dial delay and protects against direct and indirect looping.

Preferred Carrier Termination optimizes both price and quality routes for domestic long distance call termination. This product uses a suite of quality vendors and offers our most extensive route depths, while guarding against direct and indirect looping.



Special Features

- Nationwide termination with competitive rates
- High-quality termination network including originating caller information pulled through network (i.e. Caller ID information still displays at termination)
- Multiple Access methods:
 - TDM connection (SS7/PRI)
 - SIP via a private IP connection
 - SIP via the public internet
- Competitive NPA-NXX rates
- Quality Managed at the NPA-NXX level
- Supports G.711u and G.729AB codecs
- Supports fax by G.711 fall back
- Provides daily CDRs
- Provides loop detection

Get Started

sales@cytranet.com | 1-877-358-9390 | www.cytranet.com





Cytranet Internet Customer Site Preparation Document

- Cytranet strives to provide a smooth and successful installation experience for our Customers. We will do all that we can to install your service on time and in a quality manner.
- Close coordination and effective communication between Cytranet and you is critical to ensure the Internet will be available when you need it.
- Customer site readiness is essential for delivery of service. Delays in site readiness are one of the leading causes of installation delays.
- Please try to complete site preparation of your site as quickly as possible from the time that you place your order. This includes any electrical requirements, the backboard for the network equipment and any applicable extended inside wire. This will help avoid an installation delay.
- The key to success is to be certain that the local Customer site contact is knowledgeable and empowered regarding all items on the following pages.

Internet Customer Checklist

Local Customer Site Contact:

It is critical that the Cytranet Ordering team has accurate local Customer site contact information: name, title, phone number and email address. This is important when issues arise regarding scheduling, building access and problem resolution (if needed).

The local Customer site contact must:

- The proper installation site address should be provided to the Cytranet Ordering team as well. This is the site where service is being installed.
- The local site contact must be “on site” at the proposed installation site to assist and escort the Cytranet Access Engineer or Field Technician through the site survey visit. Please note the Cytranet Access Engineer or Field Technician’s name, phone number and email address should any questions arise regarding property or room “site preparation” requirements. It is critical that the local Customer contact addresses all site requirements immediately after the site survey visit.
- The location site contact must negotiate the establishment of Cytranet’s Demarcation Point (Demarc) with the building property owner in a multi-tenant building. Note: The Demarc is the location point inside the building where Cytranet’s service terminates from the street.
- You should notify the Cytranet Project Manager after you have completed all site requirement issues identified during the site survey visit. You should also notify the Ordering team (via email) to ensure the order continues as scheduled.
- The local site contact must be present for the Fiber router installation and be familiar with the location of the Demarc.

Inside Wire Extension: If the building’s Demarc is not in your location or is on a different floor, you are responsible for providing the inside wire extension between the building’s Demarc and the proposed location of the Fiber router. Inside wire extensions take time and can delay provisioning timelines. Please discuss any delays or issues with the Cytranet Ordering team.

Conduit from Street: When a building requires fiber, the Customer or property owner is responsible for providing a clear underground (conduit) or aerial path from the property line where Cytranet facilities exist, to the room designated to support the entrance fiber. Fiber is normally connected from the property line via underground conduit facility. All conduits, on the building’s property are the responsibility of the property owner to provide, maintain and repair. Site installation work cannot begin until space within an acceptable conduit has been established (property line to Demarc).

Clear Path to Demarc & Fiber Router: The Demarc area should be clear of obstacles. Cytranet installation technicians must be able to access the Demarc area to install the network termination equipment, the jack and the Fiber router.

Wall Space: Customers should provide ample wall space for Cytranet’s network termination equipment, the jack and Fiber router. A customer-provided and installed fire-retardant plywood backboard (minimum 4’x4’x ¾”) is required for these purposes.

Power Outlets: Properly grounded 110V, 15 amp, 3-prong AC outlets are required for the Fiber router, modem and Cytranet’s network devices that terminate the data connection from the street. Power outlets should be within 6 feet of these devices.

Cytranet Managed Customer Router: The Fiber router should be installed within 6 feet of the power outlet and within 15 feet of the jack that connects to your router. This will ensure that the cable inside the router box will reach the jack. If the Fiber router is installed in a rack mount, be sure to have 4 screws that fit the rack.

Site Preparation Completion: Please try to complete site preparation of your property and equipment room as quickly as possible from the time of the order. This includes: conduit, electrical, equipment backboard and any applicable extended inside wire. This will help avoid installation delays.

Internet Customer Site Preparation Document

Local Customer Site Contact:

Please provide a local Customer site contact, including name, title, phone number and e-mail address, with whom the Cytranet Ordering team or an Cytranet Access Engineer (or Cytranet Field Technician) can speak with regarding scheduling, building access and problem resolution (if needed). An Cytranet Access Engineer (or Cytranet Field Technician) may reach out to your local site contact to schedule a site survey visit for T3 and OCx speeds.

The local Customer site contact must:

- Provide the proper installation site address to the Cytranet Ordering team.
- Be familiar with the building where service is being installed.
- Be familiar with Cytranet's Demarcation point (i.e., Demarc). NOTE: The Demarc is the location point inside the building where Cytranet's service terminates from the street.
- Be at the proposed installation site to assist and escort the Cytranet Access Engineer through the site survey visit (if required). Please be prepared to address any site requirements with the Cytranet Access Engineer.
- NOTE: Site Surveys may be required for T3 and OCx speeds.
- Have decision making power to address the service requirements for a successful installation.
- Have the authority to confirm all completion dates for any requirements that are your responsibility.
- Negotiate the establishment of your company's Demarc with the building property manager or owner in a multi-tenant building. For ease of router installation, your company's Demarc should be resident in the location that will have the Internet router. If the building's Demarc is not in your location or is on a different floor, you are responsible for providing the inside wire extension between the building's Demarc and the location of the Internet router.
NOTE: We need your site contact to be Cytranet's advocate when working with the building property manager or owner.
- Disclose any of the following prior to the start of the project:
 - Building access information such as parking, unloading zones, elevators and route to work area.
 - Any noise or time restrictions.
 - Any asbestos or hazardous materials present in the work area.
- Provide adequate working space in the installation area for the Cytranet Field Technician and a clear path to the backboard (if required), the jack at the Demarc, regular telephone line (for Cytranet Provided Internet Routers) and power outlets, as well as the Cytranet Internet router.
- NOTE: Backboards or racks will be required for T3 and OCx speeds.

Internet

Customer Site Preparation Document

Site Preparation Delays

Cytranet will negotiate a project schedule with all parties to enable service completion as close to your desired date as possible. However, any changes to plans or any delays associated with site preparation can have a corresponding impact to the service delivery date. Please try to complete site preparation as quickly as possible from the time that you place your order. This includes any electrical requirements, the backboard for the network equipment and any applicable extended inside wire. This will help avoid an installation delay.

Customer Site Not Ready

You must have your site ready by the agreed upon “Ready” date to avoid delays to the requested service. Please contact the Cytranet Ordering team and your Account Representative if delays are anticipated so work forces can be rescheduled.

What to Expect if a Site Survey Visit is Required

A site survey visit may be required in certain circumstances for T3 and OCx. In order to facilitate a successful site survey, please review the following recommendations:

- The local Customer site contact must be “on site” to assist and escort the Cytranet Access Engineer (or Cytranet Field Technician) through the site survey visit. We ask the local site contact to take notes when discussing the proposed Customer-provided site requirements.
- It is advisable that the local site contact note the Cytranet Field Technician’s contact information (name, email & phone number) in the event that questions arise surrounding property site or room requirements, when preparing your site.
- After the site survey is completed, it is critical that the local Customer site contact addresses all site requirements immediately. If not, the order could be delayed.
- After you have completed the work for the site requirements identified during the site survey visit, the local Customer site contact should notify the Cytranet Project Manager and the Cytranet Ordering team (via email). Notifying the Cytranet Ordering team helps ensure that the order continues as scheduled.



Internet Customer Site Preparation Document

Following is information and a list of general requirements associated with fiber optic-based services (T1, T3 and OCx). The Cytranet Access Engineer (or Cytranet Field Technician) will identify actual requirements for the specific installation during the site survey visit.

There are typically 4 basic areas of Customer obligation to facilitate timely equipment installation and delivery of service:

Inside Path; Power; Ground; Floor Space & Environmental Requirements

Inside Path: Building's Demarc to Customer Router Location

- The Demarc is the location point inside the building where Cytranet's service terminates from the street.
- If the building's Demarc is not in your location or is on a different floor, you are responsible for providing the wire extension between the building's Demarc and the proposed location of the Internet router.
- In a multi-tenant building, the building's Demarc is not usually within your location, but rather in a common area serving multiple tenants within the building. It is your responsibility to provide the wire extension from the building's Demarc to your location. If you need assistance, contact your Cytranet Account Team or speak with the Cytranet Field Technician during the Site Survey visit. In most instances, Cytranet can place a separate order for the wire extension to the Customer location and your Cytranet Account Team will confirm any additional charges.
- When dealing with wire extensions, a clear path with conduit or cable tray needs to be provided by you from the building's Demarc to your location, where the Internet router will reside.
- The conduit must be a minimum 2", with hard plastic corrugated inner duct with pull rope through which the fiber will be placed.
- Inside wire extensions take time and can delay provisioning timelines. Specific requirements and any delays should be discussed with the Cytranet Ordering team and your Account Representative as quickly as possible.
- We encourage you to share this information with your electrical contractor.



Internet Customer Site Preparation Document

POWER

- **Network Device:** Please provide a dedicated 110V outlet and dedicated circuit breaker rated at a minimum of 15 amps for the network device that connects your building to the Cytranet network. The power cord must not be touching any other cables.
- **Internet Router:** In addition, please provide a 110V outlet for the router and the modem. A modem is provided if you ordered a Cytranet managed router.
- Please position your outlets so a standard power cord for the router, modem and network devices can reach the outlets (within 6 feet).
- The Cytranet Access Engineer (or Cytranet Field Technician) can confirm if the power supply for each device is adequate.
- We highly encourage you to consult with your electrical contractor and share this information.

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS

- In a standard fiber installation, transport equipment is placed in a common area with access to the entire building. It is your responsibility to obtain any necessary perFibersions from the building manager or owner for use of the common area.
- Because of the small size of most network termination equipment, a wall mounted installation is recommended (please see the illustration on next page). However, a Customer provided 19" rack of suitable strength and quality is also acceptable. The choice for equipment placement should be decided before the order is placed and is subject to confirmation following the site visit by an authorized Cytranet Engineer.
- A Customer-provided backboard, minimum 4' x 4' x 3/4" fire-retardant plywood, fastened to studs is required for the network device and the jack that connects to your router. **NOTE:** Backboards or racks will be required for T3 and OCx speeds.
- The Internet router should be installed no more than 15 feet from the jack that connects to your router. This distance will ensure that the cable inside the router box will reach the jack. Customer-provided rack screws are recommended because rack screws are not standard in size.
- Operating environment should be between +40° F and 85° F at 10% to 85% relative humidity.

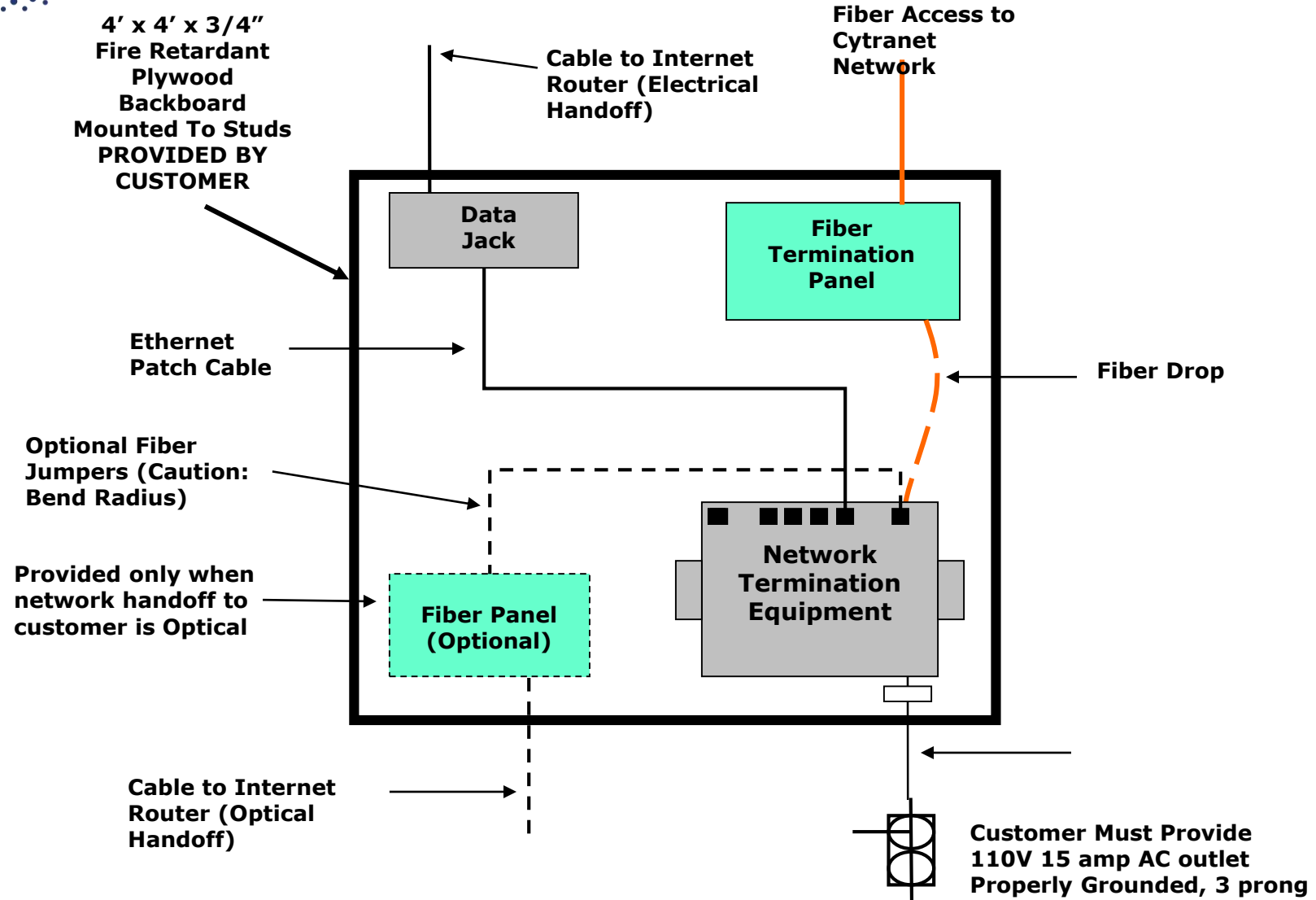


Internet Customer Site Preparation Document

GROUND

- Relay racks/cabinets must be grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the network terminating equipment location in the room.
- All equipment requires properly grounded 110V, 15 amp, 3-prong AC outlets.
- If your site will be using a stand-alone, centralized bulk power plant (now or any time in future), then grounding is required as follows:
 - #2 stranded ground is required from your earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components.
 - A #6 stranded ground is required from the grounding bus bar to the network terminating equipment.
- If your site will not be using a stand-alone, centralized bulk power plant (now or any time in the future) and instead will be using an embedded or integrated power configuration where the power plant is located within the same rack or cabinet as the equipment it powers, then grounding is required as follows:
 - A #6 stranded ground is required from your earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components.
 - A #6 stranded ground is required from the grounding bus bar to the network terminating equipment.
- Specific requirements may also be discussed with the Cytranet Access Engineer (or Cytranet Field Technician) at the time of the site survey visit.
- We highly encourage you to consult with your electrical contractor and share this information.

Backboard Showing Wall Mounted Installation Internet using Fiber



CARRIER & NETWORK LIST

CARRIERS

(FMT1 and FMT2)

AT&T

CenturyLink

Comcast Business

Level3

Electric Lightwave (Optic Access)

Paxio

XO Communications

Zayo (Above.net)

INTERNET EXCHANGES

(FMT1 and FMT2)

SFMIX 12276

AMS-IX Bay Area 62981

Fremont 1 (FMT1)

760 Mission Court

Fremont CA 94539

Company	ASN
Applios Inc	6565
Beijing Internet Institute	45275
CentralNic Ltd	60890
CentralNic Ltd	199330
Connections Hub Tech.	133194
EMnify GmbH	60044
Fire2Wire	11191
Hurricane Electric, LLC	6939
Intelishift Technologies	36685
Mother Lode Internet	20377
Netregistry Pty., Ltd.	24446
RackCorp	56038
Safe DNS, Inc.	57926
Tekify Broadband	46886
Vodafone US Inc	26641
Zinnia Networks, Inc.	11203

Fremont 2 (FMT2)

48233 Warm Springs Blvd.

Fremont CA 94539

Company	ASN	Company	ASN
Altiora LLC	395026	Mimosa Networks	62786
Amernet	4965	NapaNet	8046
Arista Networks Inc	55064	NIC.br	11644
Best Rate Information Tech	62662	NoAccess / SONN	15096
BizFu	11893	OARC Inc (DNS-OARC)	64238
C&B Internet Services, LLC.	30217	Octeth, Inc.	393807
California Broadband Services	54648	Outofwall, Inc.	27418
Cat Networks Hong Kong Ltd.	393884	Parlor.fm	33036
Cluecentral	31064	Planisys Corp	52438
Coastside Net	19306	Raapid Technical Services LLC	30708
Conexim Australia Pty, Ltd.	132873	Rack Foundry Inc.	54197
Console Inc.	19330	Rayservers GmbH AG	262144
Coplogic, Inc.	54333	Red Shift Internet Services	7735
Cyberworld Data Center Co.	132412	Redraw Internet	31595
Eblulite	394648	San Mateo Regional Network	19355
EIS Group Inc (Exigen Ins. Sol.)	16830	Scale Genius Inc	203282
Etherweb Network	63450	Sipartech	8309
EZ Network Systems, Inc.	7412	SkyScape Networks	46600
Farsight Security, Inc	393667	Smarter Broadband Inc	46276
Fork Networking, LLC	46841	Softcom Internet Comm. Inc.	13427
Funke Internet Services	34764	Solid Tools Technology, Inc.	54288
Goruck, LLC.	26679	Soprado GmbH	20546
Heliacal Networks	33309	Tornado Computer Systems	22395
Heliacal Networks	198362	Trijit Corporation	11301
Heliacal Networks/McKay.com	50763	Trijit Corporation	59171
Hostrocket Com Inc.	62756	Trijit Corporation	59261
Hurricane Electric, LLC	6939	Trijit Corporation	134267
HyperDSL, Inc.	53409	Turtle Systems, LLC.	6379
Invite Networks Inc	16783	USWired	46278
IT7 Networks, Inc.	25820	Velocity Inc	62728
IX Reach - IIX	43531	Vista Broadband Networks, Inc.	22667
King Servers	14576	Vodafone US Inc	26641
Linode	63949	Volt Broadband	62809
LTY Connect	394144	Vom.com	54968
MHO Networks	14755	WillitsOnline.com	11472
		ZScaler	53813

2016 Oct 26

Dedicated Fiber Internet Service Level Agreement
Excludes hybrid-fiber such as DSL or Coaxial connections

SERVICE LEVEL AGREEMENTS ("SLA"). This sets forth the SLAs applicable to the Service and the service credits available to Customer ("Service Credit"). The monthly measured SLA attributes are effective as of the first day of the second month after initial installation of a Service.

COMPONENTS INCLUDED

All relevant components of the Cytranet / Underlying Carrier IP Network (e.g., POPs, routers and circuits) are subject to this SLA, and components of other Internet backbone providers ("Off Net") are subject only to the Latency SLA as described herein. Local access/connection facilities (i.e., the local loop or tail circuits) ("Local Access") used to access the Cytranet / Underlying Carrier IP Network or partner networks and any Customer equipment are not included as components of the Cytranet / Underlying Carrier IP Network for purposes of this SLA; provided, however, solely for purposes of the "Network Availability SLA," the components of the Cytranet / Underlying Carrier IP Network shall include any Local Access provided by Cytranet / Underlying Carrier, but shall specifically exclude any Local Access furnished or ordered directly by Customer from a third party.

"Intra U.S." refers to the Cytranet / Underlying Carrier's IP Network. The "Intra U.S. - Off Net" Latency SLA refers to the latency between the Cytranet / Underlying Carrier IP Network and Off Net providers.

NETWORK PORT AVAILABILITY

Network Port Availability measures "Network Downtime" versus "Network Uptime." Network Downtime is based on periods when a particular Intra U.S. DIA port of Customer is unable to transmit and receive data, and Network Uptime includes all other periods. Network Downtime is recorded in the Cytranet / Underlying Carrier's IP Network trouble ticket system, and is measured from the time Customer opens a trouble ticket in the Cytranet / Underlying Carrier's trouble management system to the time the Intra U.S. Affected Service is again able to transmit and receive data according to Cytranet / Underlying Carrier's records. "Affected Service" refers to the DIA port that fails to meet the relevant SLA.

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for credit equal to [1/720 x Customer Recurring Monthly Charges for applicable service(s)].

LATENCY

The average network delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine an average monthly performance level for Latency at the relevant POPs.

Latency = Σ (Roundtrip Delay for relevant POP-POP trunks)/(Total Number of relevant POP-POP trunks)

APPLICABLE COMPONENTS	GOAL	LATENCY / REMEDY ^{1,2}	LATENCY / REMEDY	LATENCY / REMEDY
Intra U.S.	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
Intra U.S. - Off Net	95 ms	96 – 105 ms = 10% of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

PACKET DELIVERY

Packet Delivery will be measured on an ongoing basis every five minutes to determine an average monthly performance level for packets delivered between the relevant Intra U.S. POPs

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	99.50 %	99.01% - 99.49% = 10% of MRC	90.00% - 99.00% = 25% of MRC	less than 90.00% = 50% of MRC

JITTER

Jitter measures the Intra U.S. interpacket delay variance and packet loss in the Cytranet / Underlying Carrier IP Network, and is measured on an ongoing basis every five minutes by generating synthetic user datagram protocol (UDP) traffic.

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	2 ms	2.1 – 3 ms = 10% of MRC	3.1 – 4 ms = 25% of MRC	Greater than 4 ms = 50% of MRC

¹ The term "ms" means milliseconds.

² All MRCs in the SLA tables refer to the MRC of the Affected Service

DISTRIBUTED DENIAL OF SERVICE

A "Distributed Denial of Service" attack ("D/DoS") is characterized by an explicit attempt by attackers to prevent legitimate users of a service from using that service. Examples include attempts to (a) "flood" a network, thereby preventing legitimate network traffic; (b) disrupt connections between two machines, thereby preventing access to a service; and (c) disrupt service to a specific system or person. Not all service outages, even those that result from malicious activity, are necessarily D/DoS. Other types of attack may include a D/DoS as a mere component and may not be included in this SLA.

APPLICABLE COMPONENTS	GOAL	REMEDY
Intra U.S.	15 minutes from moment described in next column	Cytranet / Underlying Carrier's failure to implement a null route on an affected destination IP address within the Goal after Cytranet / Underlying Carrier concludes that a D/DoS is occurring, and has received permission and all necessary information from Customer to implement a null route, will qualify Customer for 1 days charges pro-rated from the applicable MRC of the Affected Port, at a maximum of one such credit per day.

INSTALLATION GOAL. For Service in the Intra U.S., Cytranet / Underlying Carrier's goal is to install related Local Access ordered under a different Cytranet / Underlying Carrier Exhibit by Customer within the following timeframes: DS-1 = 30 calendar days, DS-3 = 45 calendar days, OCn = 75 calendar days.

REMEDIES

General. Service Credit requests must be made within fifteen (15) calendar days from the date the outage occurs or date where goals for latency, packet delivery, or jitter are not met, to Cytranet at: Billing Department, accounting@cytranet.com, and must be accompanied by a Cytranet trouble ticket issued by the Cytranet Network Operations Center (NOC). A Service Credit shall be applied only to the month in which the event giving rise to the Service Credit occurred. The maximum Service Credits issued in any one calendar month shall not exceed: (a) seven days' charges pro-rated from the MRC of the Affected Service with respect to Network Port Availability, and D/DoS, collectively; or (b) fifty percent (50%) of the MRCs of the Affected Service with respect to the other SLAs. Notwithstanding anything in this Exhibit I to the contrary, under no circumstances shall the total Service Credit, in the aggregate for all Service Credits issued in one month, exceed the equivalent of fifty percent (50%) of the MRCs for the Affected Service.

Exceptions. Service Credits shall not be issued where the Service is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents, or End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Cytranet / Underlying Carrier; (c) Force Majeure Events; (d) scheduled service maintenance, alteration, or implementation; or (e) the unavailability of required Customer personnel, including as a result of failure to provide Cytranet / Underlying Carrier with accurate and current contact information.

MAINTENANCE

Normal Maintenance. Cytranet / Underlying Carrier will endeavor to perform Normal Maintenance (or nonemergency maintenance) on the Cytranet / Underlying Carrier IP Network during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Service or cause Service interruptions. Cytranet / Underlying Carrier will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Cytranet / Underlying Carrier may change the maintenance window times upon posting to Cytranet / Underlying Carrier's website or other notice to Customer.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct Cytranet / Underlying Carrier IP Network conditions, requiring immediate attention. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Cytranet / Underlying Carrier may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Cytranet / Underlying Carrier shall provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

MTTR

MTTR. Cytranet / Underlying Carrier's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Cytranet / Underlying Carrier's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).



bandwidth

verizon



Tier-1 Carrier Interconnections





HOSTED VOICE FEATURE LIST

- ✓ **"0" Out Queue Option** - Enables callers to exit a queue by pressing "0", and be redirected to an operator, voicemail box or other specified phone number.
- ✓ **Additional Voice Mailboxes** - This independent voicemail package with a dedicated phone number can be used by one or many employees to check and receive voicemail messages in the office or on the road. The same mailbox also supports Fax messages for no additional charge.
- ✓ **Advanced Call Forwarding** - Define your own call forwarding rules. You can forward all of your calls to another destination, or just forward calls when your line's busy, or when you don't answer. Or, you can define criteria for certain incoming calls to be redirected to specified destinations.
- ✓ **Alternate Numbers** - Use any number of alternate phone numbers in addition to your main phone number. Assign one of four distinctive ring patterns for each alternate number.
- ✓ **Anonymous Call Rejection** - Reject calls from anonymous parties. The user's phone does not ring and there is no indication of the attempted call. Callers are notified that the called party is not accepting calls from restricted callers.
- ✓ **Anywhere Calling** - Get one-number calling from any device. Your calls appear to originate from your VoIP number and all of your calls are routed through your Hosted Voice service. Make a call from any phone and it will route through your phone system, using your company's caller ID.
- ✓ **Audio Conferencing** - Host audio conferences using a dedicated phone number for on-demand audio conferencing 24 hours a day, 7 days a week. No meeting IDs or PIN numbers, just instant conference calling by dialing a dedicated phone number.
- ✓ **Auto Attendant/Enhanced Auto Attendant** - Automated receptionist that provides a personalized message to callers with options for connecting to the operator, dialing by name or extensions, or connecting up to six configurable extensions. Additionally, Auto Attendant may be configured to provide separate business and after-hours greetings. Enhanced Auto Attendant provides all the features of Auto Attendant, and the ability to transfer to submenus.
- ✓ **Busy Lamp Field** - Plays the role of an attendant console on the phone of a user monitoring several lines on their phone. Typical application is for a receptionist that can see who is on the phone.
- ✓ **Call Analytics** - Maximize your efficiency by viewing your macro and micro phone-traffic patterns. These include data such as "mean/min/max" reports and time-of-day reports for all extensions and numbers, geography-based heat maps, and downloadable CDRs. Filters can be applied that sort data by call count, time of day, call duration, caller geography, call routing information, and more.
- ✓ **Call Center** - A complete, feature-rich Call Center Solution that offers automated, intelligent call distribution. It's ideal wherever you need to manage heavy call volume including sales, customer support, and IT support.
- ✓ **Call History** - Call history can be accessed directly on the desktop handset or via the Reports tab in the web interface. Each handset include a call history of calls made, received, and missed. The portal contains call logs indicating what calls were made, how long they lasted, and which extensions were used. Users can also view outbound vs. inbound reports, toll-free and long distance usage, and location of incoming calls based on country and state. Additionally, users can search by extension, phone number, specific calls,

specific agents, etc. Call reports are customizable and include graphs and visual guides to make information readable at a glance.

- ✓ **Call Hold** - Place a caller on hold while you transfer them or you take some time to look up an answer to a question. Callers listen to your specified hold music until you engage them again by picking up the receiver.
- ✓ **Call Logs & Call Detail Records** - Displays records of the user's most recent incoming, missed, and outgoing calls and allows the user to click-to-dial any number on the logs.
- ✓ **Call Monitoring** - Monitor a current call on any extension or line without call interruption or intervention.
- ✓ **Call Park** - Hold a call and retrieve it from another phone within a group.
- ✓ **Call Pick Up** - Enables a defined user to answer any ringing line within their pick-up group.
- ✓ **Call Recording** - Record all inbound and outbound calls for one or more employees. The call recording feature improves call center management, customer service and training, while also helping businesses meet compliance regulations and reduce potential liabilities.
*Extra fee required
- ✓ **Call Return** - Call the last party that called you.
- ✓ **Call Transfer** - Transfer a call to a specific destination. The transfer can be blind, with third-party consultation or with three-way consultation. This allows you to get your customer where they need to go without forcing them back to a main menu. You can also transfer outside of your company or to any external number.
- ✓ **Call Waiting** - Answer a call while already engaged in another call.
- ✓ **Calling Line ID/Blocking** - Outgoing number and name can be revealed or blocked by the user.
- ✓ **Consultation Hold** - Put a caller on hold, call a third party, hang up, and resume the conversation with the caller.
- ✓ **Custom Hold Music** - Upload any WAV or MP3 file to become hold music.

- ✓ **Direct Inward Dialing** - Allows users to receive calls straight to their phone from local, national, or international numbers.
- ✓ **Directed Call Pick-up with Barge-In** - Answer (with permission) or barge-in on a call directed to another phone in the user's group. Useful for call centers.
- ✓ **Do Not Disturb** - Set status to unavailable; all incoming calls are treated as if the user is busy.
- ✓ **E911 service** - Local emergency operator assistance.
- ✓ **Extension Dialing** - Call co-workers within the company, regardless of location, using only a 2- to 6-digit extension.
- ✓ **Fax Messaging** - Incoming Fax messages use the employee number and are filed alongside voicemail. Fax messages are sent by email.
- ✓ **Find Me/Follow Me** - A combination of Simultaneous and Sequential Ring, it allows users to define how incoming calls are routed or forwarded to individuals or groups of inbound callers, ensuring that you receive important calls whether you're at your desk, on the road, or anywhere else.
- ✓ **Forwarding/Virtual Numbers** - Use as a basic dedicated forwarding service or as a market expansion line so that your business can enjoy a local appearance anywhere in the country.
- ✓ **Growth Reserved Numbers** - Prepare for growth by setting aside local numbers for new employees or hunt groups.
- ✓ **Hunt Groups** - Automatically distribute incoming calls to two or more extensions. Extensions may be dialed simultaneously or sequentially, and include options for simultaneous ringing and weighted distribution.
- ✓ **Individual Call Logs** - View thorough data including dates, times, duration, users, extensions dialed, and the final action of both incoming and outgoing calls from every extension.
- ✓ **Instant Group Call** - Instantly set up a conference bridge for up to 20 telephone numbers. Especially useful for an emergency or for recurring team meetings.
- ✓ **Intercom** - You can reach any colleague in any office and announce calls, visitors, and deliver quick live voice messages from your desk.

phone. When intercom is enabled, the line will allow incoming intercom messages from other lines on your PBX. The intercom feature will trigger the receiving phone to automatically answer and put your voice on speakerphone unless the receiving phone is set to "Do Not Disturb."

- ✓ **Line Status Monitoring** - Enables a user—for example, a receptionist—to monitor a set of users within a business group by graphically displaying each user's status (busy, idle, do not disturb) and detailed call information. Part of Receptionist Seat.
- ✓ **Management Portal** - Administrators have control of all users across all office locations. No need to tie up your IT department or keep telephony specialists on staff. Administrators can chat with support; manage support tickets; port phone numbers from your previous provider; order new services and phones; access calling records; and pay your bill.
- ✓ **Message Call Back** - Respond to voice messages and faxes by calling the caller/sender directly from the system, removing the inconvenience of searching for and dialing numbers.
- ✓ **Message Waiting Indicator** - A stutter tone and a visual indicator signal the receipt of a new voicemail message or fax. Appears as a light on your phone indicating that you have a new voicemail message. You can continue to use these indicators, or opt to bypass them and only manage voicemail through your email inbox. It's up to you.
- ✓ **Missed Call Indicator** - Alerts you with a blinking green light whenever you miss an incoming call. This feature is independent of the voicemail-to-email feature.
- ✓ **Paging** - Allows users to quickly reach another colleague by communicating over the two-way speakerphone without waiting for a ring. Paging is particularly useful for brief, urgent messaging or for broadcasting announcements to several colleagues (or a department) at once.
- ✓ **Robocall Blocker** - Stop automated and illegal calls.
- ✓ **Secure Voice** - Customer has the option to deploy voice devices with SRTP and SIP to provide encryption for voice traffic.
- ✓ **Selective Call Acceptance** - Accept only calls that meet user configurable criteria based on

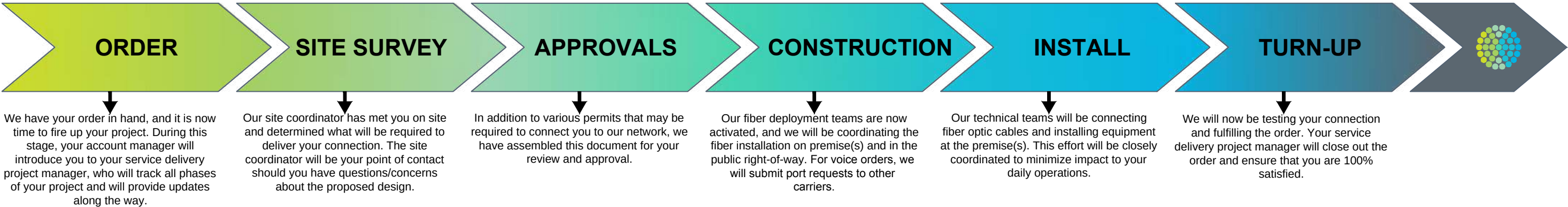
time of day, calling number, etc.

- ✓ **Selective Call Rejection** - Block calls that meet user configurable criteria based on time of day, calling number, etc.
- ✓ **Sequential Ring** - Avoid missed calls by having many phone numbers ring in a specified sequence when incoming calls meet specific criteria.
- ✓ **Shared Call Appearance** - Allows users to configure a second device for making and receiving calls with their account when they are away from their desks.
- ✓ **Simultaneous Ring** - Handle incoming calls more efficiently. Incoming calls ring up to ten phone numbers or extensions at the same time.
- ✓ **Teleworker Solution** - Enables a remote location to use an IP phone without the aid of a dedicated voice gateway.
- ✓ **Toll-Free Numbers** - Make it even easier for customers to contact you. Set incoming calls to ring to your auto-attendant, hunt group, call center, or any other extension you feel would benefit your business and your customers.
- ✓ **Vanity Telephone Numbers** - Gain mindshare with your customers with an easy to remember number like 1-800-FLOWERS.
- ✓ **Visual Voicemail** - View, play and read your voicemail and fax messages directly in your inbox. Combines Voicemail to Email which allows you to receive voicemails and faxes as email attachments and Voicemail Transcription which sends your voicemails transcribed as emails to your inbox. Faxes are included as PDF attachments.
- ✓ **Voice Messaging** - Customize personal greetings. Users can listen to, forward, delete, and save each received voice message. During playback, users can fast forward, skip, rewind, or pause messages.
- ✓ **Whisper** - One of three call monitoring modes available (see Call Monitoring, Spy Mode or Barge Mode). In this mode, a supervisor listening in on a call between a customer and an agent can speak to the agent live on the call without the customer being able to hear. This is helpful for training situations with new agents. Admins can set up permissions to decide who can monitor, giving department heads local permissions.

Service Timeline

Know what to expect before installation. You'll be kept aware of every step of the process. If there are any bumps in the road, your account manager and our service delivery team will work to make sure that the project stays on schedule. Feel free to reach out to your account manager with any questions, or if timeline dates need changing.

Doug Roberts
President, Cytranet



CUSTOMER INFORMATION

SAMPLE

TELCO REQUIREMENTS				
REQ.	EXIST	CUST	UF	N/A
CONDUIT	☒	☐	☐	☐
BACKBOARD	☐	☐	☐	☒
RACK	☒	☐	☐	☐
DEDICATED POWER	☐	☒	☐	☐
GROUND	☒	☐	☐	☐

POINT OF CONTACT

SAMPLE





Fiber Build Process Flow

- **Order Processing-** All project specifications are entered in our project data base. Each department assign role and responsibilities, project tracking begins at the department level.
- **Service Delivery Initial Assessment and Assignment-** Project Manager is assigned. General scope of work is reviewed with department heads.
- **Engineering-** During the Engineering stage, Engineers will determine the best (in terms of distance, economics, and strategic goals) route from the closest point of fiber backbone to the site. It will also determine if aerial, underground or a combination thereof is best. After the path has been chosen and all requirements determined, a rough sketch will go to our Computer Aided Drafting (CAD) department.
 - **Inside Plant (ISP) Site Walk** - Private property is surveyed by a Site Acquisition Coordinator. ISP's Site Walk will require access on the private property and building. Cytranet will coordinate with the Access Contact to schedule the Site Walk.
 - **Outside Plant (OSP) Right of Way Survey** - An OSP Engineer will walk the route to determine the most appropriate path from the meet point in the right of way to our existing network. Once the route is engineered, plans are sent to CAD for drafting of final plans before being submitted to the required Permitting Agencies.
- **Computer Aided Drafting (CAD)-** During this stage, plans and drawings are designed for our Construction Managers, crews and for permitting/Green Light Package submittal.
- **Permitting Stage (OSP Only)-** Request(s) for approval are sent to the appropriate permitting agencies for construction in the right of way. The timeframe it takes depends on each individual entity. Some entities are also required to do "make ready work" to prepare for Cytranet - which adds additional time to the permitting process. Third parties are involved and have their own schedule for completing prep work. Once all prep work, if required, has completed, and/or all permits are approved and received by Cytranet, the order will then move to the Construction stage and will be placed on the construction schedule.
 - Standard interval: Depends on the permitting agencies involved. Typically, between 45-120 days. The Service Delivery Project Manager will be able to provide a more specific timeframe once the specific permitting agencies are determined.
- **Green Light Package (GLP/ISP Only)-** The contents of this package represent the fiber installation proposal for the customer premise. The GLP must be returned with the property owner/manager's signature before Cytranet can begin any construction work.
 - Standard interval: ISP will send the GLP to the Order Contact as soon as the order moves out of CAD. This interval is dependent on Cytranet receiving a signed GLP from the property owner/manager.
- **Ready to Construct stage (RTC)-** When the GLP and all permits have been approved and received, the project moves to an RTC stage where it will be added to the construction schedule.
- **Physical Construction-** After the project has been placed on the construction schedule, locates are called in and all utilities marked by the appropriate entities (48 hours is the minimum wait time). This is for the purposes of Cytranet knowing where other utilities (water, gas, sewer, etc.) are to be sure they are not damaged during boring or trenching. Once locates are complete, Cytranet will start construction and will then perform all the necessary boring, trenching, conduit installation, and/or hanging of fiber along the pole line, hand holes/man holes set, fiber pull through conduit to hand hole/man hole and restoration of property to previous condition or better (if boring or trench work was needed).



- **Ready to Splice (RTS) stage-** Once all construction is complete, the splicing group within ISP will place the project on their splicing schedule. After fibers have been spliced into the Cytranet network, the project will be passed off to our Network Engineering team.
- **Pending Network Engineering-** During this stage, our Network Engineering department will perform circuit writing and testing. Once this is complete, your Service Delivery Project Manager will send an FOC email notification stating the anticipated date for install and circuit activation. The order will then move to our Operations and Circuit Management departments for equipment install and onsite testing.
 - Typically, FOC is set for 7 business days from the “Engineering Complete” date.
- **Pending Operations-** An install tech will complete the final equipment install and circuit testing at the customer premise. Your Service Delivery Project Manager will then send you a Circuit Completion email notification stating that the circuit is ready for use.



SERVICE LEVEL AGREEMENTS

IP

This SIP Service Level Agreement (“SLA”) is incorporated into the Quote executed by Cytranet and Customer for SIP Services and sets forth the specific terms and conditions under which Cytranet shall supply the SIP Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

Terminology

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Circuit refers to a path or physical link between two points over which data is passed.
- Customer Network refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.
- Customer Premise/Service Address refers to the physical address (as stated in the Purchase Agreement) where the Cytranet has been requested to provide services.
- Customer Premise Equipment refers to Equipment that Cytranet has deployed at Customer Premise to enable a service.

Service Description

General

Cytranet will provide SIP service in conjunction with ported or new DID service as well as Toll Free Service. Each SIP Trunk equals one call path. Local Calling areas for SIP service will follow the out pulsed DID number and match the LEC local calling area. Service will be delivered in the form of a dedicated Cytranet Connectivity circuit(s) engineered by Cytranet, which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer over a Connectivity circuit utilizing a Cytranet Managed Router.

The following features are included in the SIP Service:

- **Monitoring** – Cytranet performs monitoring of Service availability as a whole. If service is unavailable, Cytranet support personnel are notified immediately and will begin efforts to restore service.
- **Direct Inward Dial or DID** – An individual Direct Inward Dial phone number may be provided by Cytranet. Cytranet may either provide a new DID, or if the customer has existing local phone numbers, Cytranet will port those numbers onto the Voice platform. Cytranet cannot guarantee ability to port existing numbers. Cytranet does not allow a customer to out pulse a non-Cytranet assigned DID.

- **Directory Listing** – Cytranet will procure a listing in local phone company directories. Directory Listing may not be available for all DIDs. Customer must purchase Directory Listing through Cytranet on ported numbers; failure to do so will result in customer directory listing being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.
- **Calling Service (Inbound/Outbound)** – Cytranet will provide access to calling plans as contracted by Customer.
 - Local – Service includes local calling area calls. NOTE: Cytranet is not authorized by the FCC to use this service as a toll by pass mechanism.
 - Domestic Outbound Long Distance – Rate stated on the Service Quote Agreement; billed in 6-second increments; no rounding on a per-call basis.
 - Domestic 800 Service – Domestic 800 services will be billed monthly at usage rates described in the Services Quote Agreement.
 - International Long Distance – International Long Distance is available based on current rate tables.
 - Directory Assistance – Directory assistance is available based on current rate tables.
 - Operator Assistance – Operator assisted calls are available based on current rate tables.
- **911 Service** – 911 Service is delivered to a Customer location via VOIP 911 Service. Customer acknowledges that it is the irresponsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service.

Cytranet will not be responsible if 911 Service is unavailable due to the Cytranet provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 Service after Service installation and periodically throughout the duration of Service and to notify Cytranet if any issues are noted with 911 Service.

Customer agrees to cooperatively test 911Service and share the results of such testing at the request of Cytranet.

If Cytranet requests testing of 911 Service and does not receive confirmation within one (1) business week that such testing has been performed, then Cytranet reserves the right to dispatch a technician to perform testing of 911 Services and Customer agrees to be liable for the cost of such testing.

Cytranet reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not qualify for SLA credit nor relieve Customer of contractual obligations of Service.

Cytranet will register all phone numbers at the street address provided based on the Service address for each phone number.

Customer agrees not to hold Cytranet liable for the result of incorrect 911 geographic location information, including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911Service.

Cytranet reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 Service.

Cytranet will provide either basic 911 or E911 Service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA).

With E911 Service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. Cytranet will not provide this service to areas where basic 911 or E911 Services are not available.

Additionally, Cytranet will not be held responsible for any inability for E911 Service operators to properly locate Customer due to changes to the calling line ID phone number in the Cytranet Voice Management Portal.

Cytranet will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the Cytranet voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system.

As additional local emergency centers become capable of receiving enhanced information, Cytranet will automatically upgrade Customer with basic 911 to E911 Service. Cytranet will not provide notice of the upgrade.

Cytranet 911 and E911 Services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 Service, the failure of Geo-coding or address validation, will not allow Cytranet to process the error records in real time and Cytranet will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems.

The service is predicated on using primary wire line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that Cytranet is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency

call may not be able to be delivered to the PSAP due to network and systems issues outside of Cytranets' control.

Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that Cytranet has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Cytranet from all third party claims arising from such circumstances.

- **Calling Line ID Delivery** – Calling Line ID Delivery, also known as “Caller ID” is a telephone service that transmits a caller’s telephone number to the called party’s telephone equipment during the ringing signal before the call is answered. Where available, the caller ID can also provide a name associated with the calling telephone number.

Levels and Offerings

SIP is offered at a single level of service, however, Customers can opt for the different Service Options listed below.

Availability Dependencies

The availability of Service is dependent on the existence of a suitable network transport from Cytranet to User(s). Cytranet also reserves the right to limit Service availability in the event that necessary Service Components are either unavailable or unattainable at a reasonable cost to Cytranet.

The availability of the Service is also dependent upon the following:

- It is the Customer’s responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, work stations, servers and operating systems.
- The availability of this service is dependent on available space, power, hardware and available network connectivity within a given data center.
- Cytranet Connectivity is required for the SIP Service.
- Director-level approval is required for SIP termination to non-Cytranet supported existing phone systems.

Limitations

Customer agrees that Cytranet is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the Cytranet Data Centers. Customer also agrees that Cytranet is not responsible or liable for any content sent using, or received from, the SIP Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third party intellectual property right.

- SIP Trunking local calling supports up to 2100 minutes of local usage per trunk, per calendar month. In the event that Customer traffic exceeds this limit in a given calendar month, Customer will incur a one (1) cent per minute charge for any overages.
- Fax Service is compatible with most G3 V.17 (14400baud) and V.29 (9600baud) fax machines. Service may not work reliably with Super G3V.34 fax modems. Cytranet will make reasonable efforts to ensure service works reliably with Customer’s existing fax machine. Customer agrees to set their fax machine to

a slower speed, if Cytranet feels necessary. Cytranet is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either Cytranet or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. Cytranet will not be financially liable for inability to provide reliable faxing over this product. If Cytranet is unable to provide reliable fax service over this product, Cytranet agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

- Toll Fraud – Cytranet does not monitor for toll fraud. All calls terminated across the Voice network will be billed at standard rates.

Cytranet will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:

- Any customer owned equipment not managed by Cytranet that the customer has directed us to be included in their call setup/teardown paths.
- Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
- Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- Invalid or Unassigned Calling Numbers – In the scope of calls sent to Cytranet SBCs by customer equipment, a valid assigned customer calling number is a number that has been ported and/or activated to Cytranet SIP trunking service, assigned to the customer by Cytranet, and defined for the customer in the Cytranet SBCs. When customer equipment routes an outbound call to Cytranet SBCs, the calling number identifier headers in the SIP message should contain an assigned number in the globalized E.164 format. If Cytranet receives a call from the customer with an invalid or unassigned calling number in the SIP URI fields (From, Contact, Diversion, P-Asserted-ID, Record-Route, Route, Refer-To, Referred-By), Cytranet will overwrite that number with a pre-determined BTN (Billing Telephone Number) for that customer. It is important to note that forwarded calls will also follow this rule.
- In the case of forwarded calls, we recommend that you set the Call Manager SIP trunk “Calling Party Selection” parameter to “Last Redirect Number (External).”
- Disconnecting Existing Customer Service – It is the Customers responsibility to disconnect any service with the losing/existing service provider. Cytranet is in no way responsible for disconnecting any existing Customer service.
- Cytranet does not currently provide multiple directory listings per account.

Service Options

The following options may be added to the SIP Services. Description of Service options in no way entitles Customer to the feature, unless specified by Cytranet and Customer in the signed Quote or signed evaluation of a Service Change request. A Separate Service Agreement or Statement of Work may apply to such options and

may have additional costs associated with them. Options below may not be compatible with all variants of SIP Service.

Configuration, Staging and Shipment

Cytranet offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration includes configuration of Equipment to support Cytranet Service. Customers must open a ticket through Cytranet Customer Care to obtain configuration, staging and/or shipping of Customer equipment.

Cytranet reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. Cytranet reserves the right to bill Customer if any alternative shipping method is requested by Customer.

Equipment Management

Cytranet offers management of Customer Equipment used to terminate Service.

A Managed Voice Gateway is a physical device that is configured and managed by Cytranet Managed and Cloud services, provides a demarcation point for voice calls between the customer's SIP capable telephone system and the Cytranet Global SIP Session Border Controllers, and handles any non-standard, non-globalized E164 number addressing schemes and translations. The gateway provides a private interface route-able to/from the customer private network, and a public interface route-able to the Cytranet Global Session Border Controllers.

Local Dialing with Intra-/Inter-State Long Distance Rate

Long Distance Bundles may be purchased in additional minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Local
- Extended Area Service
- Intrastate-US/US
- Inter-Canada
- International

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

Service Delivery Requirements

General

It is Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.

Cytranet's ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by the Project Manager.

Installation

Upon receipt of the signed Quote, Cytranet will setup the SIP Service as follows:

- A Project Manager will be assigned to every SIP installation. The Project Manager will contact the client once the order is received.
- If numbers are porting, a full list of telephone/DID numbers will be required by the Customer along with service addresses. A corresponding phone bill that associates to all provided porting numbers is also required.
- A Letter of Agency (LOA) will be provided to the Customer, which will allow Cytranet to port/move existing service. A separate LOA will be provided for Toll Free Service versus DID service.
- The Provisioning Department will submit the signed LOA along with a port request to our Carrier requesting a Firm Order Commitment (FOC) from the losing service provider.

Note about Porting Times: Cytranet will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. We highly recommend not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.

- If new DIDs or Toll free numbers have been ordered, the Provisioning Department will request the numbers from our carrier. Once the assigned Numbers are received, the Provisioning Department will send a list of new numbers to the Client.
- The Project Manager will contact the client to schedule the port time once the provisioning Department has obtained an FOC date from our Carrier. Port orders are scheduled between 8:00AM–3:00 PM CST Monday –Friday on the FOC date.
- The Project Manager will coordinate with all parties involved by sending out a confirmation to the Customer, Voice Engineers, Provisioning Department and Field Engineer (if one is assigned to Customer). A conference call will be scheduled for all involved parties during the port when deemed necessary.
- On the scheduled port date the Voice Engineer, Provisioning Department, and Field Engineer will configure the SIP Trunks, add new DIDs and Toll Free numbers if applicable, and activate the port with our carrier and test numbers.

- Once all associated telephone numbers have been added/ported and tested, the Voice Engineer will submit the implementation as completed.
- For new Customers, once the port is complete, the Project Manager will send a welcome email to the Customer detailing the completion of services provided by Cytranet along with instructions on how to contact Client Care.
- Cytranet reserves the right to bill customer at current market rates for any cabling required to support service. Cytranet reserves the right to use outside cabling contractors to perform cabling work.
- Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment in to Customer's internal network. Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application in to the Customer Network. Additional managed services are available to cover customer equipment.

If additional configuration work is required due to limitations of the Customer network, Cytranet reserves the right to bill Customer at currently hourly rates for additional configuration time.

Cytranet is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application in to the Customer's internal network.

ESTIMATE

**ANET PARTNERS - ADVANCED
NETWORKS - SPIN # 143036711**
23144 Cinco Ranch Blvd Ste B
Katy, TX 77494

erate@anettexas.com
+1 (281) 800-2638
www.anettexas.com



Bill to

Marisol Vidales
Hector P. Garcia Memorial Library
434 S Ohio St
Mercedes, TX 78570

Ship to

Marisol Vidales
Hector P. Garcia Memorial Library
434 S Ohio St
Mercedes, TX 78570

Estimate details

Estimate no.: 8231
Estimate date: 02/17/2025

#	Product or service	Description	Qty	Rate	Amount
1.		CABLING			
2.	CAT6E ULTRA 600MHZ	Cat 6E Ultra 600 Cable Drop PVC. Includes: - Cat 6 Ultra 600MHZ Solid Copper UTP, 24AWG Cable - MIG+ High Density Keystone Jacks - Unloaded patch panels Based on information provided in the RFP, this is an estimated 200ft per drop along established pathways.	43	\$230.00	\$9,890.00
3.	Travel & Per Diem	Travel & Per Diem	5	\$275.00	\$1,375.00
4.	Subtotal	Subtotal			\$11,265.00
Total					\$11,265.00

Note to customer

This signed quote constitutes a contract for delivery and installation of the listed products and services for the period April 01, 2025 to September 30, 2026. An extension of this contract may be provided upon written notice for both parties. This proposal is contingent upon E-rate anticipated funding. If the customer does not receive the total anticipated funding for this proposal, the school may choose to void all or part of this contract. However, if the customer does not receive the total anticipated funding from the E-rate program for this proposal, the school will be liable for any products ordered and delivered complete with any with any work performed to date. The parties agree that the terms of this paragraph may be enforced by injunction. All risk or loss or damage in respect of the hardware shall be the customers from the time that Advanced Networks of Texas

(ANET) delivers the hardware to a carrier for transportation to the customer (F.O.B. point of shipment).

Accepted date

Accepted by

DATE: March 18, 2025
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Agreement for Specialized Professional Ambulance Billing Services.**

BACKGROUND INFORMATION:

The Mercedes Fire Department management is recommending the approval of an agreement for specialized professional ambulance billing services, **Emergicon Emergency Medical Billing**, to take over the management of our Emergency Medical Services (EMS) billing operations. Our current EMS billing service contract will end on 05/31/2025 and, after a thorough evaluation of several options, it is clear that Emergicon stands out as a provider with the expertise and resources needed to streamline our billing processes, enhance revenue collection, and provide an overall more efficient solution for our EMS services.

Overview of Emergicon's Capabilities: Emergicon is a leading EMS billing company that offers a comprehensive management platform designed to optimize revenue cycles. Their services include:

- **Full-service EMS billing with a focus on reducing claim denials and accelerating payments.**
- **Integration of cutting-edge technology to ensure real-time billing updates and tracking.**
- **A dedicated customer service team to support both patients and the city's EMS operations.**

Projected Benefits:

Increased Revenue: Based on our projections and Emergicon's track record, we anticipate a significant increase in EMS billing revenue. Their expertise and technology-driven approach could result in a potential increase in overall billing revenue from \$399,562.08 to a projected \$825,000.00.

Cost-Effectiveness: Emergicon's fee structure is set at a 10% rate of total EMS billing revenue, which is competitive in comparison to other EMS billing providers.

Professional Management: Emergicon's platform ensures that billing operations are professionally managed, providing transparency, accuracy, and compliance with all regulatory requirements. Their system also reduces the fire department's administrative burden, allowing resources to be reallocated towards daily operations.

Customer Service Excellence: Emergicon is known for its high-quality customer service, both for patients and municipal clients. This ensures that residents and patients will receive clear, timely billing information, invoice request, and attorney request, while the city benefits from a hassle-free request process.

Conclusion: We strongly believe that partnering with Emergicon will significantly improve our EMS billing operations and increase revenue generation while maintaining a high level of service to the public. Their advanced technology, coupled with their proven track record in other local agencies, makes them the ideal choice for managing our EMS billing.

We respectfully recommend that the City Council approve the transition to Emergicon Emergency Medical Billing as our new EMS billing provider. We are confident that this change will be a valuable asset to our community and our EMS operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: (Has the City Attorney reviewed it, if necessary Yes/No/ Not Applicable)

ATTACHMENTS:

1. Aggreement - Emergicon
2. Emergicon Vs. Biller
3. Proposal Summary
4. Mercedes_Proposal_2025 (1)

STAFF RECOMMENDATION: The Fire Department Administration recommends approval of the item.

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement for Specialized Professional Ambulance Billing Services (this “Agreement”) is entered into this _____ day of _____, 2025, by and between Emergicon, LLC, a Texas limited liability corporation and City of Mercedes, TX, a Texas municipality, (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive, and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), medical necessity certification statements (PCs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits forms” or “signature forms”), Advance Beneficiary Notices of Non-coverage (ABNs) and other

documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers

or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare, or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of

mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, Client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by

Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this Agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this Agreement or in performing its responsibilities under this Agreement.
- ii. Both parties agree that defense of breach or violation of the Agreement by Client under this Section 4(q) does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to

Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Documents defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client or the third party in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications

sent in Client's name to Emergicon after a 90-day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90-day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due,

takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its

compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the Client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to ten percent (10%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another contractor or by Client's own collections team, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client instructs Emergicon to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

e. If Client instructs Emergicon to place accounts with a third-party collection agency beyond 120 days from the date of transport, Emergicon shall be compensated

and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

f. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

g. If Client switches the bank account to which Emergicon has been instructed to deposit collections, Client shall pay Emergicon a one-time fee of \$1,500 to be payable in connection with the next subsequent invoice submitted by Emergicon.

h. Emergicon will retain any commissions owed net cash receipts collected for a given month received directly by Emergicon. Any invoices submitted to Client by Emergicon are subject to net 30 terms from the date invoiced for any balance owed on accounts. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all where Emergicon has not received payment within (30) days of the invoice date.

i. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

j. Client agrees to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify Client sixty (60) days in advance of any price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant,

contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed or otherwise denied or down coded to a lower level of service. In this situation, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly

represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

14. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

16. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

<u>Emergicon:</u>	<u>City of Mercedes</u>
Emergicon, LLC.	400 South Ohio
PO Box 180446	Mercedes, TX 78570
Dallas, TX 75218	Phone: (956) 565-3114
Phone: (972-602-2060)	
Fax:(469) 602-5542	

19. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this Agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

20. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Dallas County, Texas]. Client expressly agrees to personal jurisdiction and venue in any such court.
21. Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.
22. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.
23. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
24. Amendments. This Agreement may be amended only by the mutual written agreement of the parties.
25. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
26. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
27. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.
28. Conflicts of Interests. Special Assessor represents that no official or employee of the Client has any direct or indirect pecuniary interest in this Agreement.
29. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

CITY OF MERCED

By:

Signature
Date

Print Name

Print Name

Title

Title

Mercedes Fire Department EMS

Current EMS Biller (S&V) = \$40,000.00 a year
+ Trittech (billing software) = \$7,308.00 a year
+ Office Ally (clearing house/billing) = \$420.00 a year
Total = \$47,728.00 a year

EMS biller collected in 12 months = **\$399,562.08**

EMS biller is paid **10.1%** of revenues

EMS biller and biller software is **11.94%** of revenues

EMERGICON Emergency Medical Billing

Emergicon Projected \$825,000.00 VS. EMS Biller \$399,562.08

New Approved Agreement Projections =

\$825,000.00 AT 10% = \$82,500.00 to Emergicon

- \$742,500.00 cash revenue to Mercedes Fire EMS

Mercedes Fire Department
105 N. Ohio Ave
956-565-7755



Summary of Mercedes Fire Department EMS Billing & Collection Service Proposal

Emergicon Overview

EMERGICON, the largest Texas-based EMS transport billing and collections company, proposes to manage EMS billing for the **Mercedes Fire Department**. With over **200 Texas clients** and **18+ years of experience**, EMERGICON is the definitive leader in customer service, compliance, and reimbursements/collections, having helped increase reimbursements/collections for clients by **an average of 30%**.

EMERGICON's Texas Touch focuses on Texans serving each other. Our expert certified team conducts a thorough review process that ensures every claim is accurate, compliant, and fully optimized.

Proposal Highlights

Projected Financial Impact

- **Estimated Cash per Transport (CPT):** \$370
- **Estimated Net Cash:** \$825,000 (with fee schedule adjustments)
- **Commission Rate:** 10%

Experience & Expertise

- Serves **200+ EMS providers** across Texas, collecting **\$200M+ annually**.
- Maintains a **97% client retention rate**.
- Staff includes Certified Ambulance Coders (CAC), Compliance Officers (CACO), and Documentation Specialists (CADS).

Implementation & Compliance

- **Credentialing & Compliance:** EMERGICON manages all enrollments and renewals with Medicare, Medicaid, and commercial insurers.
- **Confidentiality & HIPAA Compliance:** All data is securely handled in accordance with federal and state regulations.





Summary of Mercedes Fire Department EMS Billing & Collection Service Proposal

- **Multi-lingual Support:** Spanish-speaking staff available for patient assistance.

Proposed Fee Schedule vs. Texas State Averages

Service Type	Texas Avg. Fee	Proposed Mercedes FD Fee
SCT (Specialty Care Transport)	\$1,974.21	\$2,250
ALS-2 (Advanced Life Support, Level 2)	\$1,704.11	\$1,800
ALS Emergency	\$1,508.52	\$1,600
ALS Non-Emergency	\$1,347.32	\$1,600
BLS Emergency	\$1,277.99	\$1,400
BLS Non-Emergency	\$1,131.07	\$1,400
Mileage	\$22.41	\$24
Oxygen	\$131.01	\$150
Treatment, No Transport	\$223.64	\$175
No Treatment, No Transport	Not provided	\$50

Additional Services

- **Claims Recovery:** Identification and collection of unpaid or overlooked ambulance claims.
- **Supplemental Payment Program (TASPP):** Assistance in obtaining federal reimbursement for charity care EMS services.
- **Analytics & Reports:** Real-time dashboards and monthly performance summaries.





Summary of Mercedes Fire Department EMS Billing & Collection Service Proposal

Client Testimonials & References

- **Mission Fire Department** (Joey Flores, Deputy Chief)
- **Port Aransas EMS** (Daniel Johnson, EMS Chief)
- **Victoria Fire Department** (Mark Martyn, EMS Battalion Chief)

EMERGICON has successfully helped Texas EMS providers increase reimbursements/collections, improve compliance, and deliver superior customer service.

Conclusion

EMERGICON proposes a comprehensive EMS billing solution that prioritizes best in class customer service, compliance, and reimbursement/collections. Our local expertise, hands-on approach, and human-led claim reviews set us apart as the definitive Texas standard. With an estimated take home revenue of \$825,000 for the Mercedes Fire Department, EMERGICON presents a strong financial and operational case for our selection to partner with as the department's EMS billing service provider.





EMERGICON
emergency medical billing

Proposal to Mercedes Fire Department



Proposal for EMS Billing & Collection Service

Primary Contact:

Brent Irving

Director of Client Development

birving@emergicon.com

972-602-2060 ext. 551

Cover Letter

February 13, 2025

Javier Campos, Fire Chief
Mercedes Fire Department
105 North Ohio Avenue
Mercedes, TX 78570

Dear Chief Campos:

EMERGICON is a Texas-based company whose sole business is providing emergency medical transport billing and collection services.

EMERGICON was founded to help EMS providers improve their collections while maintaining compliance. We serve as a true partner with more than 200 clients throughout the state. We manage documentation, compliance, and changes in the law, as well as payer relationships—far beyond a simple billing role. Many billing companies become complacent over time, but we maintain an unwavering focus on bettering the lives of our clients and the patients they transport.

Compared to our competitors, we devote more resources to the aspects of EMS billing that genuinely make a difference: payer research and claims follow-up. Most EMS billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied patients. EMERGICON's key to success lies in our commitment to conducting payer research that gets the bill to the correct payer with complete and accurate patient information and following up on open claims. We rely on a team of human claims reviewers—not computers—to read and code EMS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.

Our clients readily attest to our commitment to providing the highest level of service and record-setting cash collections. Over the past 18+ years, our proven processes have increased reimbursements for every one of our Texas clients by an **average of approximately 30%**.

*Based on our experience and our review of available EMS transport information, we anticipate delivering cash per transport of **\$370** and total increase in take home cash of **\$825,000** with the recommended fee schedule increase found on **page # 18**.*

The amount in the agency's total cash collections will more than offset any difference between EMERGICON's commissions and those charged by our competitors, who, while offering cheaper commissions, are unable to match our total cash collections. In other words, although other bidders may charge a lower commission, they are simply unable to match our cash per transport and total cash collections.

Our exclusive focus on Texas allows us to specialize in the nuances of Texas billing and collections. At the same time, our local presence allows us to know and interact with the clients we serve personally.

Thank you in advance for considering our proposal. We hope to speak with you soon to discuss EMERGICON's qualifications and ability to partner with your department.

Sincerely,
Brent Irving

Brent Irving

Director of Client Development

birving@emergicon.com

972-602-2060 ext. 551

Experience

Experience with Similar Services

EMERGICON is a Dallas-based provider of EMS/Ambulance billing services to municipalities throughout Texas. As the largest EMS billing and collections provider in the state, our firm continues to acquire new customers and grow every year. We serve more than 200 Texas EMS providers with annual cash collections of nearly \$200 million.

Over the past 18+ years, our proven processes **have increased reimbursements for our Texas clients by an average of approximately 30%.**

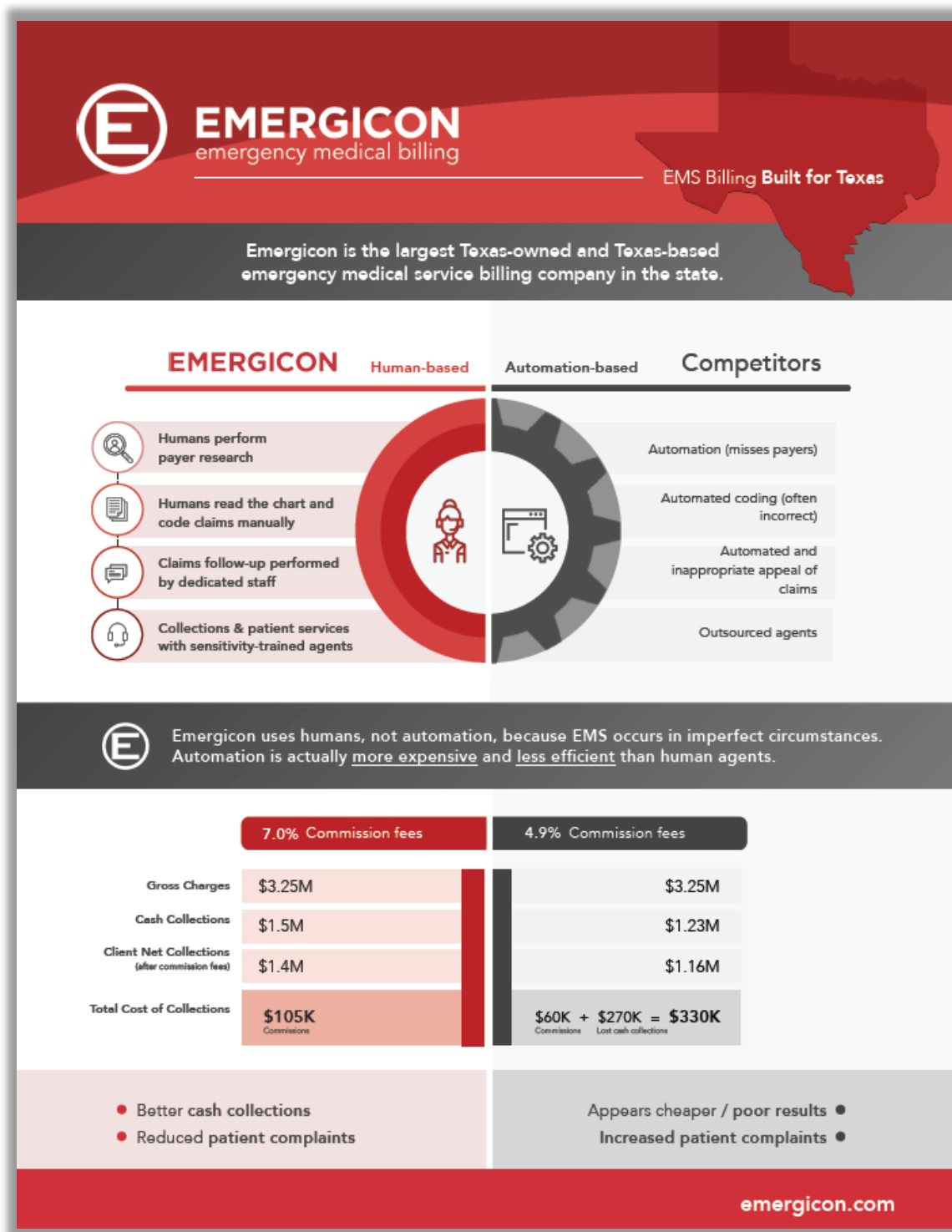
Founded in 2006, EMERGICON's mission is to reduce the burdens of EMS billing for those who provide life-saving care. Now in our 18th year of business, EMERGICON has a solid reputation for exceeding our clients' expectations in terms of cash collections and customer service. We handle all aspects of EMS account management, including coding, billing, payment posting, accounts receivable follow-up, compliance, and medical records requests.

We deliver significant, measurable results year after year, and we attribute our success to the following competitive advantages:

- **We are experts in Texas EMS billing and collections.**
As a Dallas-based company, **EMERGICON speaks Texan.** Our Texas-based employees are experts in Texas EMS billing because we only serve Texas EMS providers. Each state has its own rules regarding EMS billing, so by specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.
- **We rely on a team of human claims reviewers—not computers.**
We devote more resources to the aspects of EMS billing that genuinely make a difference: payer research and claims follow-up. Most EMS billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied patients. EMERGICON's success lies in our ability to avoid such mistakes. EMERGICON's highly qualified staff is committed to conducting payer research that gets the bill to the correct payer with complete and accurate patient information and following up on open claims. **We use humans—not computers—to read and code EMS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.**
- **We provide superior service.**
Our 200+ clients across the state of Texas continue to be our best referral source. They attest to our commitment to the highest level of service and record-setting cash collections. We provide each of our clients with **a dedicated Client Success Manager and Account Manager** who are available to help you with your needs. Additionally, we provide our clients with comprehensive monthly reporting and Management Summaries that highlight claims activity in a ready-to-present format for your management team.

- **We engage in extensive provider credentialing.**

We establish **EMS providers** with an average of 175 credentialing applications, far more than any of our competitors do. This credentialing allows for reimbursement from sources that are otherwise frequently missed, such as smaller payers with little understanding of EMS claims.

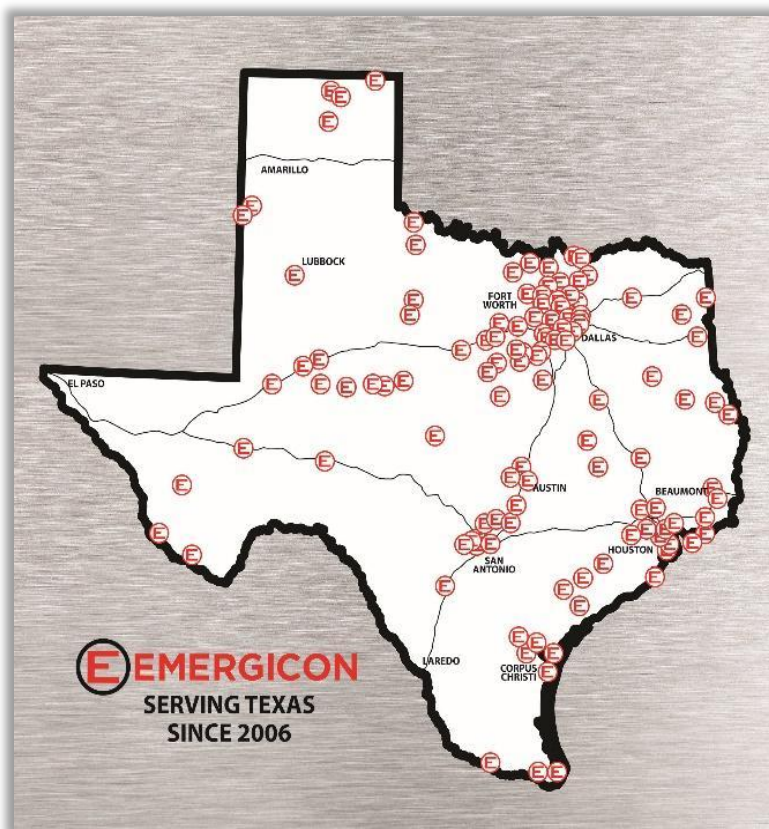


Current Experience

EMERGICON currently has more than 200+ contracts with municipalities, local government agencies, and other ambulance transport service providers with a combined total volume of more than 300,000 transports per year. This client base is far larger than that of any of our competitors IN Texas.

We work with EMS providers throughout Texas, regardless of size. Some of our smallest rural clients have just 50–60 transports per year. In contrast, our larger, urban clients have well over 10,000 transports per year. EMERGICON has a 97% client retention rate, and many of those client relationships date back to our inception in 2006.

We have grown at a rate of 20.7% annually for the past three years, and we have consistently been able to scale to meet our clients' claim volume without any problems. We have also won multiple awards for growth, including INC5000 x 2, and the Dallas 100 award.



Professional Affiliations and Certifications

EMERGICON is a member of the Texas EMS Alliance, the Texas Ambulance Association, and ACA International (The Association of Credit and Collection Professionals). EMERGICON is also a bonded collection agency (#5245495) in the State of Texas.

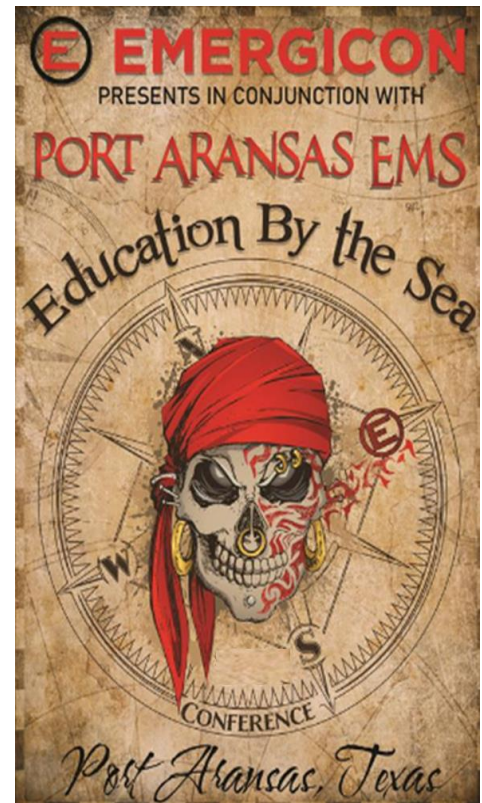
EMERGICON encourages and invests in ongoing education and training for staff members. Many of our staff members are certified by the National Academy of Ambulance Compliance (NAAC). These certifications include Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and Certified Ambulance Documentation Specialist (CADS). For details about these certifications specific to the ambulance industry, please visit <https://www.ambulancecompliance.com/content/certification>.



Continuing Education for Staff and Clients

At EMERGICON, we believe that our employees are the firm's key strength. We work diligently to provide professional development opportunities for our staff as we continually improve our processes. We frequently send staff members to the Texas EMS Conference, Texas Ambulance Association conference, Texas EMS Alliance, ESO Wave, and NAAC's abc360 conference so that we can stay abreast of best practices and developments in the industry.

Alongside our focus on continuing education for staff, we also pursue client education. We routinely reach out to clients to ensure there are no outstanding questions or concerns. We offer additional training and resources for our clients as needed at no additional cost. EMERGICON also offers an annual *Education by the Sea Conference* in collaboration with Port Aransas EMS. All clients are welcome to attend this event, which provides documentation training and continuing education credits. For more information about the conference, please visit <https://emergicon.com/education-by-the-sea/>.



Communication and Educational Content

EMERGICON fosters communication at all levels. From a customer to patient perspective, every department is trained to engage with clients, industry professionals, and patients with professionalism and responsiveness. At the front end of this direct communication, the Client Services team assists partner agencies regarding questions and requests. The department also executes Strategic Conversations to educate clients about growth opportunities.

More indirectly, the Marketing department provides clear and timely communications and educational content. EMERGICON consistently publishes industry-relevant information through our communication channels ([Blog](#), [Facebook](#), [LinkedIn](#)). We stay updated about news and regulations to share clear and easy-to-understand information firsthand with our clients, followers, and subscribers. Some examples are our content about [Senate Bill 2476](#), [Mobile Integrated Healthcare](#), and the [EMS Finance Explained](#) blog series. Our goal is to reinforce the EMERGICON brand as a reliable source of information.

Detailed Description of Billing and Collection Service

EMERGICON electronically submits claims to all known payers, including Medicare, Medicaid, and commercial insurance payers. All submitted claims follow the approved fee schedule.

EMERGICON's five-step approach to billing claims focuses on accuracy the first time the bill is sent with targeted follow-up. Accuracy is a key component of great billing, from documentation in the field, to capturing the correct insurance payer, to coding and billing. Based on our experience and ongoing analysis, we believe we have the best billing process that focuses on maximizing collections.

Step One: The EMERGICON billing process begins the day after the transport occurs. Runs (transports) are imported by EMERGICON personnel from the client's ePCR system. ESO Billing Software timestamps any record and then imports the claim. We ensure the dates are verified and compare the claim to any available patient log for the day.

Step Two: If the receiving medical facility has HDE we will utilize that access. If not, we request face sheets, payer information, demographics, and any other missing data from the receiving facility by fax, phone, or mail. If information is not received, an EMERGICON staff member calls the facility. If information is still not received, the request is re-sent, and the staff member calls the facility again.

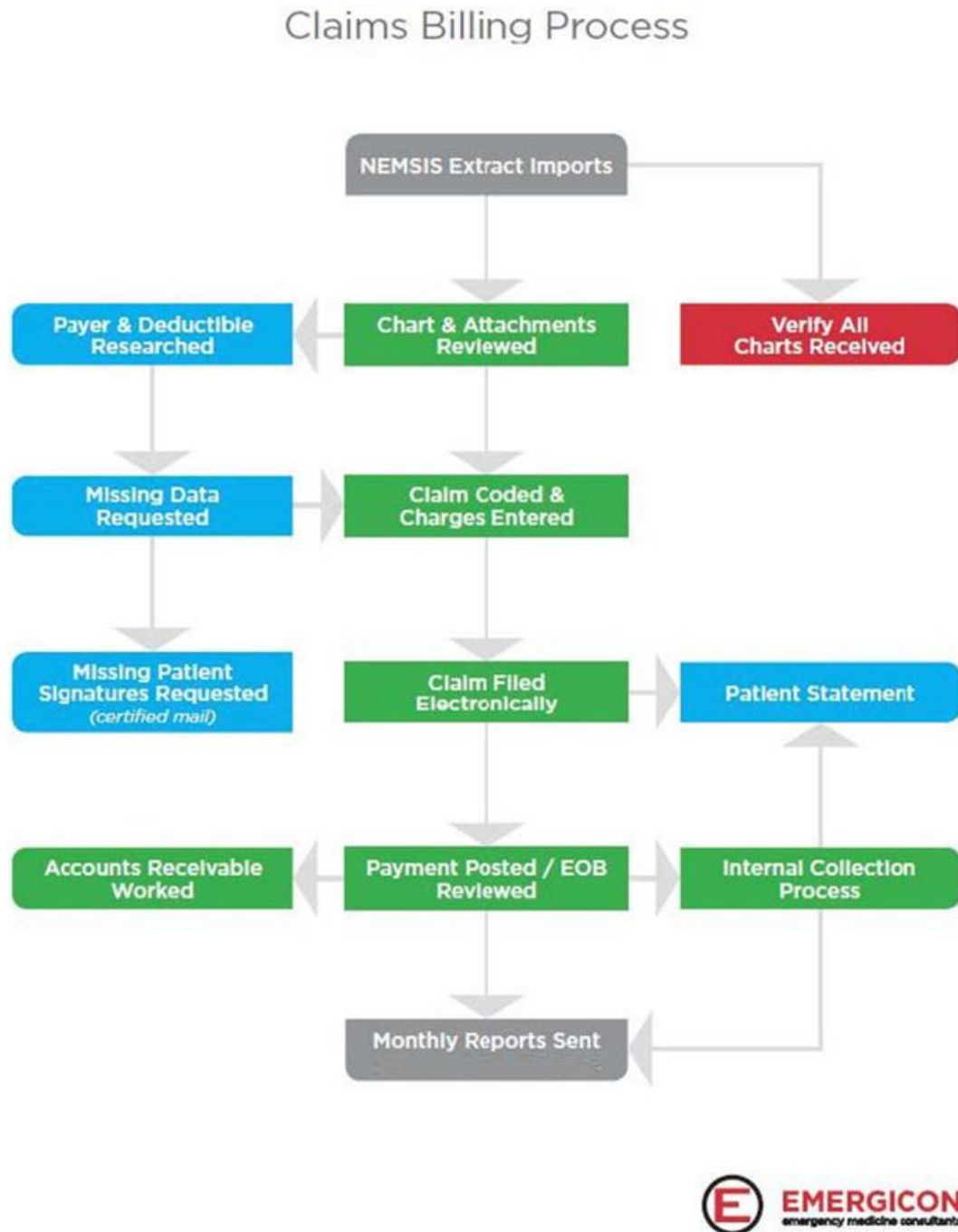
Step Three: Each claim is reviewed, coded, and billed electronically through the clearinghouse.

Step Four: EMERGICON conducts follow-up and claim analysis as follows:

- **Medicare:** Medicare claims may be paid by electronic remittance in as little as 14 days. Our AR representatives meticulously review each claim for claim status, follow-up, or appeal. Once the payment is posted, the patient will receive an invoice for the 20% Medicare co-insurance or deductible.
- **Medicaid:** Medicaid claims are filed electronically and generally paid within ten working days. Claim status is accessible online and can be appealed immediately online.
- **Private Insurance:** The payment of private insurance claims typically takes 35–45 days. If 45 days pass without payment, our staff will reach out to a live agent to discuss the status of the claim. EMERGICON staff draw on years of experience communicating with private insurance carriers to decrease delays in payment and improve cash flow.
- **Self-Pay:** For patients without insurance coverage, we provide a gentle collection approach. In cases where no insurance information is available, we initiate the invoicing process and encourage patients to contact our office with their insurance details. This allows us to facilitate payment plans or extend a prompt pay discount for those who choose to settle their accounts in full. In instances where a statement is returned due to an incorrect address, we employ skip tracing tools to verify the patient's current address through USPS and TLO. Furthermore, we have a specialized team dedicated to direct patient communication, stepping in after 60 days post-transport to ensure effective engagement.

Step Five: We carefully review claim payments, explanations of benefits, remittance advice, denials, and no pay. Medicare and Medicaid claims are reviewed and expected to be paid from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

The following diagram illustrates EMERGICON's claims billing process and workflow.



Implementation Plan

All initial credentialing/reimbursement efforts and re-validations are included with no additional expense to you.

Credentialing

Establish initial credentialing, maintain existing enrollments, and launch re-credentialing efforts for Medicare, Medicaid, Railroad Medicare, and commercial payors.

- All revalidations are monitored, submitted, and followed until approved.
- Maintenance of agency details on credentialing records when updates are needed.
- Closely monitor DSHS license to stay compliant.
- PECOS Registry Maintenance (Medicare)
 - TMHP Agency Registry Maintenance (Medicaid)
 - NPPES Registry Maintenance (NPI registry)

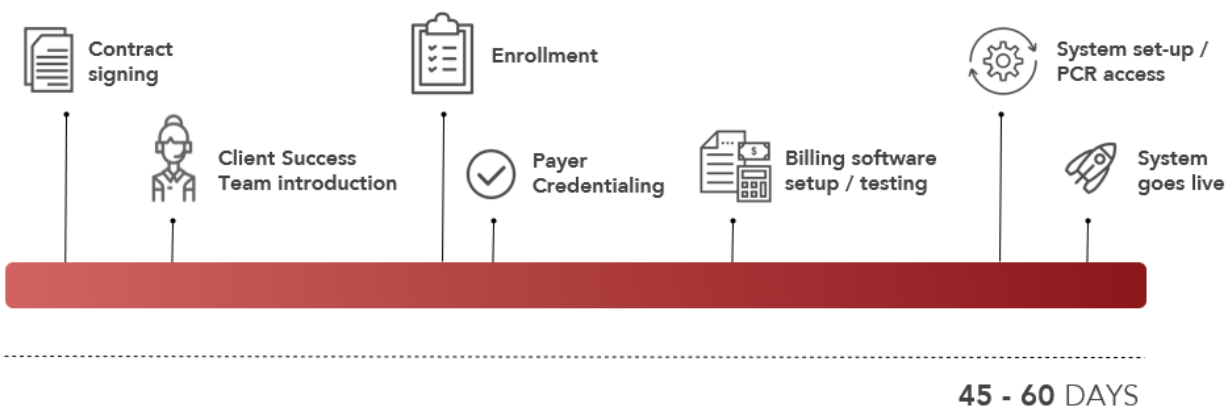
EMERGICON's Credentialing Timelines

Medicare	Internet-based PECOS demonstrates efficient processing times for both initial enrollments of new providers and change of information requests. For new providers, 95% of internet-based enrollments are completed within 50 calendar days, with a 100% completion rate achieved within 85 calendar days. Similarly, change of information requests that do not require a site visit are processed with a 95% completion rate within 15 calendar days and a 100% completion rate within 50 calendar days.
Medicaid	The enrollment application processing time with TMHP is typically 60 business days, with the possibility of extended processing periods in special circumstances.
Commercial	BCBS – Only 24 hours to approve credentialing. Zelis – Processing time is 2-5 days to complete credentialing

As part of EMERGICON's elevated reimbursement efforts, we establish the following during your onboarding to save you time, labor, and cut your overhead expenses:

- In-house lockbox servicing for commercial payors at no additional cost to you (optional)
- Take the work out of check cashing and remittance processing for your agency.
- Insurance website establishment/maintenance
- EFT/direct deposit establishment and banking updates with insurance payors for higher reimbursement, collection rates, and more payments located.
- Electronically delivered remittances for 400+ insurance providers for faster payments into a bank of your choice and shortened days in AR ("filed" to "paid" timeframe)
- We can put emphasis on billing and collection efforts with automatic remittance delivery in place – most commercial insurances pay within 30-45 days with this model.
- Electronic claims filing for faster run processing.
- Drastic reduction in the wait time on claim processing and payment delivery (e.g., Medicare pays within 14 business days with this setup)

The EMERGICON onboarding process is simple and streamlined:



Onboarding begins as soon as contracts are signed and executed. EMERGICON provides all new clients with a Client Success Manager who will work with you and guide you through the onboarding process. The Client Success Manager will also continue to be a liaison between you and EMERGICON while you are a client. The onboarding period includes the following training:

- ePCR setup
- ShareFile training
- Documentation training

After your official “Go Live” date, EMERGICON will ensure your runs are received and will begin the billing process. Your Client Success Manager will be in regular contact to answer any questions that arise.

Confidentiality of Collected Data

EMERGICON is compliant with all Federal, State, and local laws and regulations as they apply to the services we offer. We safeguard the confidentiality of all collected data, ensuring that patient information is not disclosed beyond the uses specified in this contract. We maintain the confidentiality of all medical and patient information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003.

Multi-Lingual Capability

Our staff is trained to provide the utmost service and support, including multilingual services. EMERGICON supports multi-lingual services, primarily in Spanish, provided by employees who are fluently bi-lingual, for individuals who do not utilize English as their primary language. Anyone whose primary language is not English will be connected to the appropriate multi-lingual employee.

Reports

EMERGICON ensures full recordkeeping for all services performed, including invoicing, statements, and dunning letter processing, as well as EMS fee collections and remittances. We maintain documentation of all services performed, billing phone calls, and all financial data.

EMERGICON will provide the Client with 24/7 access to real-time data through our web reports portal. Your agency will receive login credentials and be able to access reports, patient account status, filing dates, insurance payment data, and more for review, correction, and quality assurance purposes in real-time. Authorized Client representatives may use this system to view current runs for a set time period. The Client will have access to raw data as well as standard and custom reports. In addition, EMERGICON's manager of QA/QI is just a phone call away for support and analysis of the data.

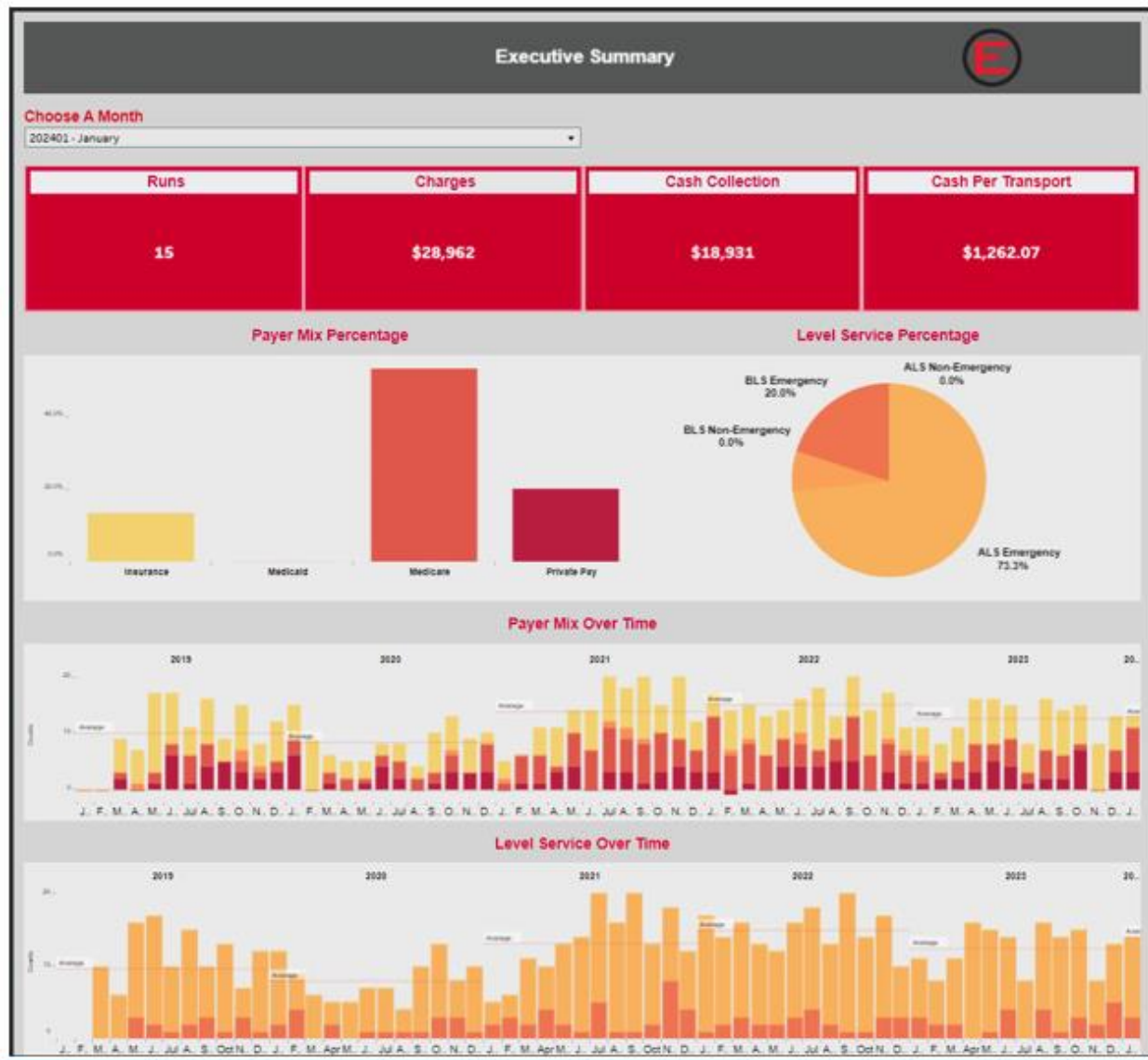


EMERGICON provides monthly close reports that are available by the end of the 6th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These monthly reports comprise the following:

- Balance Summary
- Executive Summary
- Monthly Charge Report
- Monthly Credit Report
- Monthly Credit Detail
- Aged Accounts Receivable
- Payor Activity Summary
- Invoice Summary

We also provide FY annual reports identifying trends over a 12-month timeframe, as well as reports typically used for auditing purposes. As an extra layer of accountability and review, EMERGICON's Client Success Team prepares Management Summaries, which are reviewed and approved by EMERGICON's leadership team before they are submitted to the client. In these reports, EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

Emergicon's dashboard tool is an easily accessible online portal for all of your reporting needs and quick trends.



Start Date

October 2023

End Date

January 2024

Payer Group

(All)

Charge Zone

(All)

15



Executive Summary

	October	November	December	January	Totals
Gross Charges	\$29,178	\$15,560	\$25,734	\$28,962	\$99,434
Cash Collections	(\$10,276)	(\$12,088)	(\$10,446)	(\$18,931)	(\$51,742)
Gross Charge per Trip	\$1,945	\$1,945	\$1,980	\$1,931	\$1,950
Cash/Txp (CPT)	\$685	\$1,511	\$804	\$1,262	\$1,015
Payer Mix					
Insurance	47%	100%	46%	13%	45%
Medicaid	0.0%	0.0%	0.0%	0.0%	0.0%
Medicare	6.7%	0.0%	30.8%	53.3%	25.5%
Private Pay	46.7%	0.0%	23.1%	20.0%	25.5%
Payer Research	0.0%	0.0%	0.0%	13.3%	3.9%
Level Of Service					
ALS Non-Emergency	0.0%	0.0%	0.0%	0.0%	0.0%
ALS Emergency	80.0%	75.0%	61.5%	73.3%	72.5%
ALS-2	0.0%	0.0%	0.0%	6.7%	2.0%
BLS Non-Emergency	0.0%	0.0%	0.0%	0.0%	0.0%
BLS Emergency	20.0%	25.0%	38.5%	20.0%	25.5%
SCT A0429	0.0%	0.0%	0.0%	0.0%	0.0%
Facility Base	0.0%	0.0%	0.0%	0.0%	0.0%
Level Of Service Volume					
Total Service Volume	15	8	13	15	51
ALS Non-Emergency TXP	0	0	0	0	0
ALS Emergency TXP	12	6	8	11	37
ALS-2 TXP	0	0	0	1	1
BLS Non-Emergency TXP	0	0	0	0	0
SCT A0429 TXP	0	0	0	0	0
BLS Emergency TXP	3	2	5	3	13
Facility Base TXP	0	0	0	0	0
Others TXP	0	0	0	0	0
Ground Mileage	122	65	116	113	416

For assistance with any questions or concerns, you may reach out to our client hotline by either calling the number below or sending an email to support@emergicon.com.

CLIENT HOTLINE

Support@emergicon.com

866-TEX-EMS1

866-839-3671

Retrieval of Patient Demographic Information

EMERGICON will import ePCR data, along with any captured billing data, from the client's EPCR. EMERGICON does not require the Client to provide billing data but prefers to capture social security and medical record numbers on the PCR when possible. EMERGICON uses a staff of dedicated pre-billers to locate payer information and works with receiving hospitals to locate any missing demographics.

In addition, our billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Our *Match Patient* technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the Client's territory. Furthermore, EMERGICON uses several tools to ensure that we have correct and current insurance information for each patient, and we work with local hospitals to identify patients who are transported as John or Jane Doe. By reviewing the insurance information for accuracy, we can better reduce the risk of human error during a time of crisis.

Process for Verification of Patient Demographic Information

EMERGICON uses several tools to ensure that we have correct and current insurance information for each patient, and we work with local hospitals to identify patients who are transported as John or Jane Doe. A common mistake by EMS billing agencies is to rely on the patient to provide insurance information, but this is problematic for several reasons. By reviewing the insurance information for accuracy, we can better reduce the risk of human error during a time of crisis.

EMERGICON interfaces with many payers electronically, including Medicare, Medicaid, Aetna, Blue Cross, and UnitedHealthcare. Further, we utilize two different skip-tracing programs to capture current data on each patient transported.

Our billing process is a team approach consisting of pre-billers who perform payer research, as well as billing specialists. This team approach leverages specific knowledge while allowing for shared accountability.

The billing process begins with the prebilling staff performing payer research to address any incomplete information on the patient's payer status. As described above, EMERGICON does not rely on automated payer-matching databases for payer research as those databases frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan).

The difference between good billing and great billing, assuming everything else is equal, is consistent follow-up. EMERGICON never accepts a denial or partial payment without reaching out to the payer for clarification. Whereas many of our competitors attempt to automate this process for cost savings, we ensure that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.



Determination of Appropriate Payor

EMERGICON currently utilizes ESO's billing software and HDE for many clients. All claims are researched by EMERGICON's pre-billing staff for payers. Additional resources like HDE, Epic, and Caregate are used to identify proper payers.

Our billing system maintains data on all payers, regardless of whether they are primary, secondary, or tertiary. We have an extensive database of payers in our system.

We rely on these technologies, but we also have a dedicated team reviewing all payer websites to find payers that the technology might have missed. This team also reaches out to facilities and hospitals to obtain pertinent information for billing, including face sheets. This is part of EMERGICON's Proven Process and is a significant differentiator in a market where many of our competitors rely only on automation.

References/ Testimonials

Reference #1	
Agency Name	Mission Fire Department
Contact Name and Title	Joey Flores, Deputy Chief
Phone Number	956-580-8705
Email Address	jjflores@missiontexas.us

Reference #2	
Agency Name	Port Aransas EMS
Contact Name and Title	Daniel Johnson, EMS Chief
Phone Number	361-438-4413
Email Address	danieljohnson@cityofportaransas.org

Reference #3	
Agency Name	Victoria Fire Department
Contact Name and Title	Mark Martyn, EMS Battalion Chief
Phone Number	361-485-3456
Email Address	mmartyn@victoriatx.gov

More testimonials are available at emergicon.com/why-emergicon/reviews-testimonials.

Case Studies

A case study is an in-depth breakdown of the effectiveness of a particular tool, service, or strategy that focuses on measurable outcomes.

- Read how we helped the San Angelo Fire Department purchase a new fire truck ahead of schedule thanks to an increase in EMS reimbursement. [Click here](#).
- Read how we helped the Bergheim Volunteer Fire Department to cover the yearly costs of a new set of Self-Contained Breathing Apparatus within one paycheck. [Click here](#).

Pricing

At Emergicon, we believe in getting it right the first time. Our clients depend on our team's one hundred years of collective experience in ambulance billing to secure reimbursement effectively and compassionately. We make sure our clients get the best rate of reimbursement possible and enjoy the best customer service along the way.

Emergicon has been able to maximize collections for our clients while remaining compliant with all federal, state, and local laws. Emergicon reviews each patient's transport and bills the claim based on the paramedic's documentation regarding the condition of the patient and treatments en route. Emergicon will bill all applicable levels of service for your agency. Emergicon will maximize collections to the extent legally possible. Emergicon will bill a mix of ALS2, ALS-emergent/non-emergent, and BLS-emergent/non-emergent transports as per federal guidelines, as well as TNTs per agency policy. Our experience with other cities has typically included increased reimbursement, decreased patient complaints, and auditable and defensible billing practices.

Emergicon proposes a commission of **ten percent (10%)** of cash collections for EMS Billing Services. Below is the recommended fee schedule. The comparison fee schedule is from the Texas Department of Insurance (TDI) submittals regarding Senate Bill 2476.

Proposed Fee Schedule for Mercedes Fire Department	
SCT	\$2,250
ALS2	\$1,800
ALS – Emergency	\$1,600
ALS – Non-Emerg	\$1,600
BLS – Emergency	\$1,400
BLS – Non-Emerg	\$1,400
Mileage	\$24
ALS Disposables	\$450
BLS Disposables	\$350
Oxygen	\$150
Treatment No Transport	\$175
No Treatment No Transports	\$50

State Average Based on TDI Submittals Jan. 2023	
SCT	\$1,974.21
ALS2	\$1,704.11
ALS – Emergency	\$1,508.52
ALS – Non-Emerg	\$1,347.32
BLS – Emergency	\$1,277.99
BLS – Non-Emerg	\$1,131.07
Mileage	\$22.41
ALS Disposables	\$347
BLS Disposables	\$247.19
Oxygen	\$131.01
Treatment No Transport	\$223.64

Additional Data

Below, we are providing information about EMERGICON's services regarding the Texas Ambulance Services Supplemental Payment Program, claims recovery, and fire recovery billing. These services are beyond the scope of EMS Billing and therefore are not included in our fee schedule, but we would be happy to discuss providing these services to your agency.

TASPP

The TASPP is a federally approved supplemental payment program designed to close the gap between the true cost of providing direct EMS to Charity Care patients and current reimbursement levels. A significant shortfall exists between what it costs Texas agencies to provide EMS to charity care patients and the reimbursement payments that are paid, if any. The TASPP is meant to reimburse for a portion of these uncompensated care costs.

Charity Care is defined as "Free or discounted medical care provided to patients who are unable to pay for all or part of medical costs due to limited income or financial hardship." Providers specifically need a Charity Care policy in order to participate in the TASPP, not just a financial hardship policy for all patient types.

EMERGICON is able to provide the relevant transport data necessary to apply for TASPP funds based on your department's Charity Care Policy, but we do not process TASPP applications in-house. We partner with other organizations that submit TASPP applications on behalf of your department by delivering the necessary data for the application.

We currently aggregate and provide clients all quantifiable data used in data submission to TASPP. Data is vetted through client's Charity Care Policy and formatted to match required state format for submission. Further, we stand behind our data, should any questions arise regarding data integrity, we will collaborate with our clients to assist with any audit or compliance needs.

Claims Recovery

In addition to ambulance billing and collections services, EMERGICON offers claims recovery services—a highly valuable service offered by very few ambulance billing companies. EMERGICON turns over every stone and finds money that was overlooked or deemed unrecoverable. Few perform this service because it requires highly trained staff combing through an organization's accounts receivable history to find ambulance bills that are unpaid but lawfully still recoverable from Medicare, Medicaid, insurance companies, or patients.

An effective claims recovery process makes the difference between achieving an average collection rate and an outstanding collection rate. We engage in continuous, ongoing review of outstanding claims to ensure that they are properly paid and resolved. This process is similar to an accountant looking through your tax filings and discovering the IRS owes you money.

Additional Services

Beyond our core billing and collections services, EMERGICON provides a host of additional value-added services to help our clients optimize their ambulance billing programs:

- Attorney request for medical records
- Medicare and Medicaid revalidations/renewals
- Fee schedule evaluations
- Analytics dashboard
- Management summaries

Fire Recovery Billing

EMERGIFIRE, a sister company of EMERGICON, offers Fire Recovery Billing services to Texas providers of firefighting, fire suppression, and rescue services. Fire Recovery Billing by EMERGIFIRE recovers the costs associated with motor vehicle accident extrication and hazardous material incident cleanup, as well as structure and industrial fire suppression.



EMERGIFIRE
fire response billing

**OPEN UP A WHOLE
NEW REVENUE
STREAM**

With fire departments nationwide facing increasing costs and decreasing revenues, it's more important than ever to pursue every service charge recovery avenue available.

EMERGIFIRE helps fire departments across Texas shift more cost burdens away from taxpayers by aggressively pursuing insurance reimbursements for services rendered for commercial and industrial-related incidents.

833-BILLFIRE

DID YOU KNOW?

Insurance carriers have long included fire department service charge recovery clauses in their policies to help pay for costs related to fire incident and first response. Unfortunately, many departments do not have the processes and personnel in place to identify and pursue reimbursement claims for commercial and industrial-related incidents. Thus, they lose out on getting paid, and the financial health of their department suffers.

THAT'S WHERE EMERGIFIRE FITS IN.

With a team boasting over 12 years of experience working in emergency services claims recovery, EMERGIFIRE provides the guidance and expertise you need take advantage of this readily available revenue stream.

INSPECTIONS & PERMIT BILLING.

You inspect; we take care of everything else.

WHAT COSTS CAN BE RECOVERED.

Billable fire incident costs include personnel, equipment, and debris removal related to the following:



Motor Vehicle
Incidents



Structure
Fires



Vehicle
Fires



Equipment
Fires



Hazardous Material
Incidents



Industrial/Commercial
Incidents



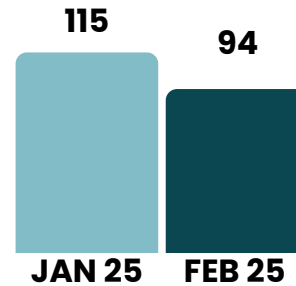
EMERGICON
emergency medical billing

DEVELOPMENT ACTIVITY (FEBRUARY 2025)

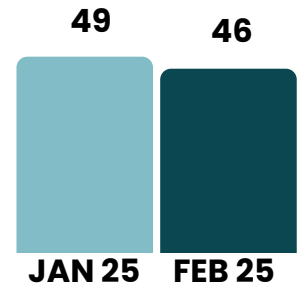
PERMITS ISSUED

	JAN 25	FEB 25
Residential	99	78
Multi-Family	0	1
Commercial	2	6

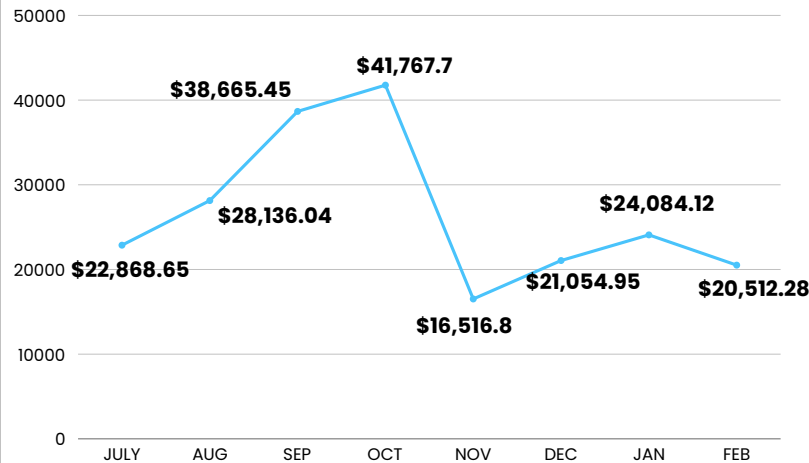
Building Inspections



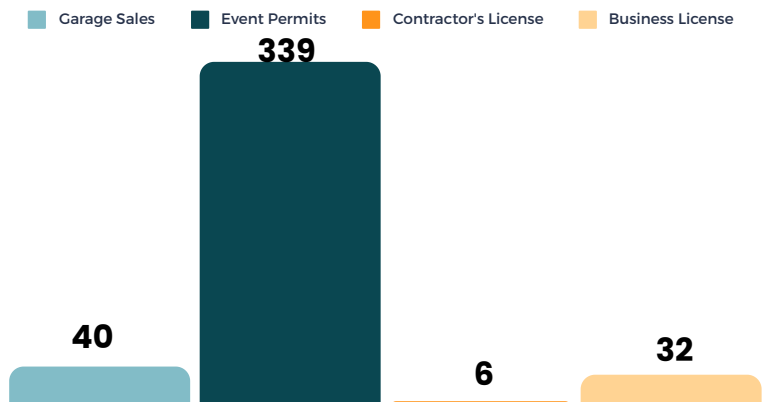
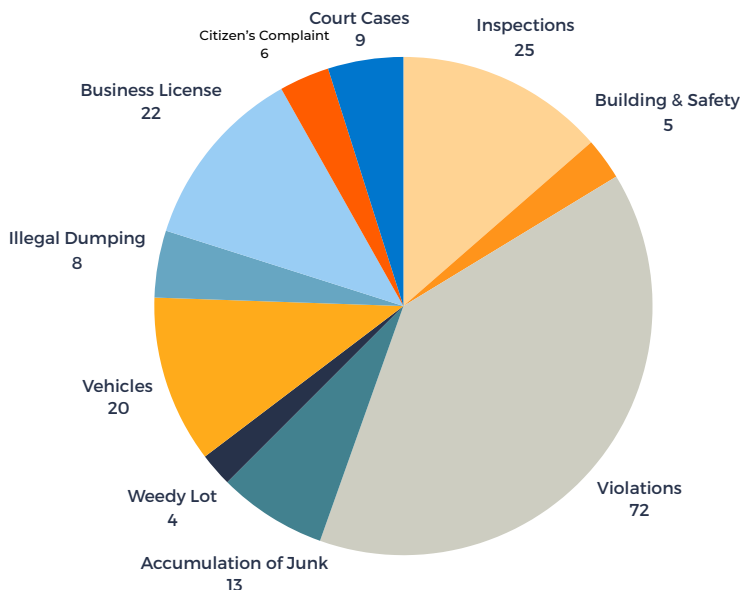
Plan Reviews



DEPARTMENT REVENUE



CODE COMPLIANCE ACTIVITY (FEBRUARY 2025)



*includes both new and renewal licenses

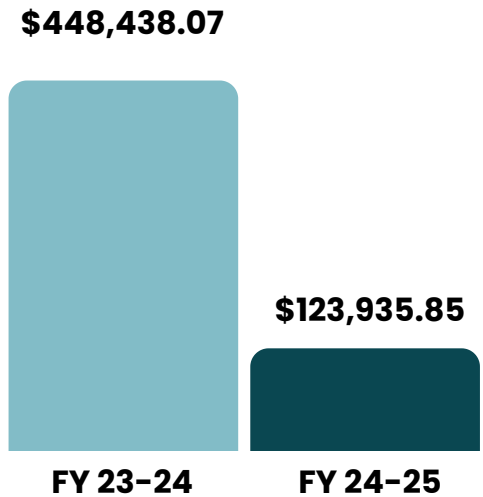
ACTIVITY (FY 23-24 VS YTD)

PERMITS ISSUED

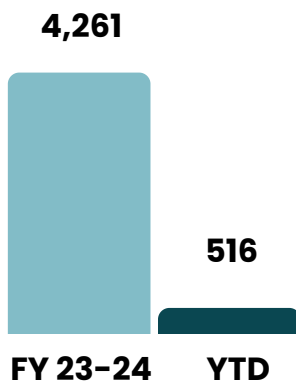
	FY 23-24	YTD
New Residential Construction	141	11
Commercial Construction	8	5
Other Permits	1,447	482

Other Permits: Repairs, Remodel, Re-roof, Driveway, Carport, Fences, ROW, Irrigation, Mechanical, Electrical, Plumbing, Meter reset, Moving a Building, Solar Panel, Storage Shed

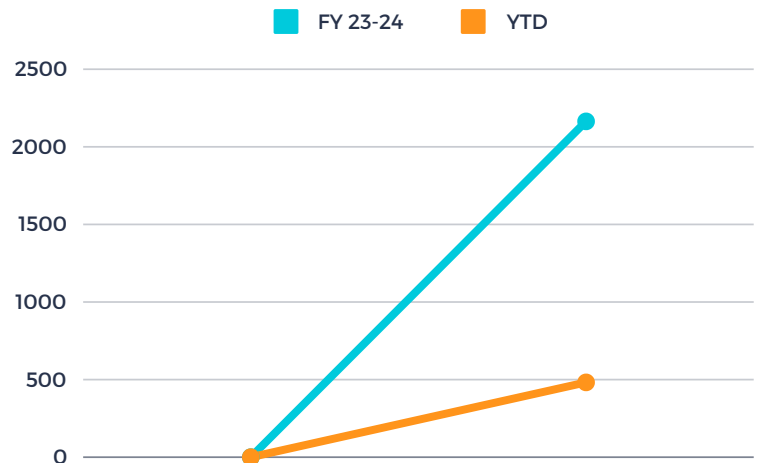
REVENUE



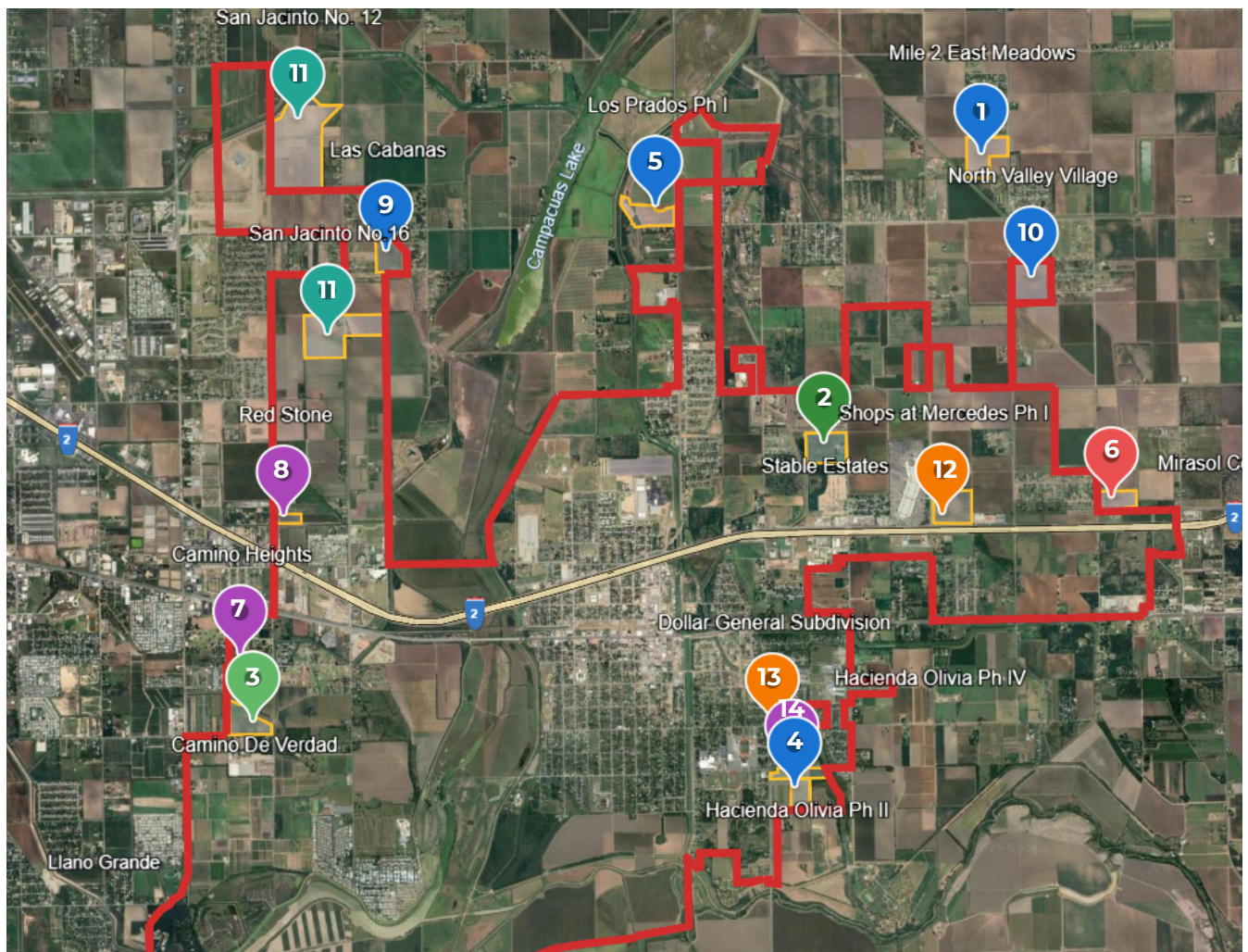
Building Inspections



Total of Permits Issued



SUBDIVISIONS UNDER CONSTRUCTION

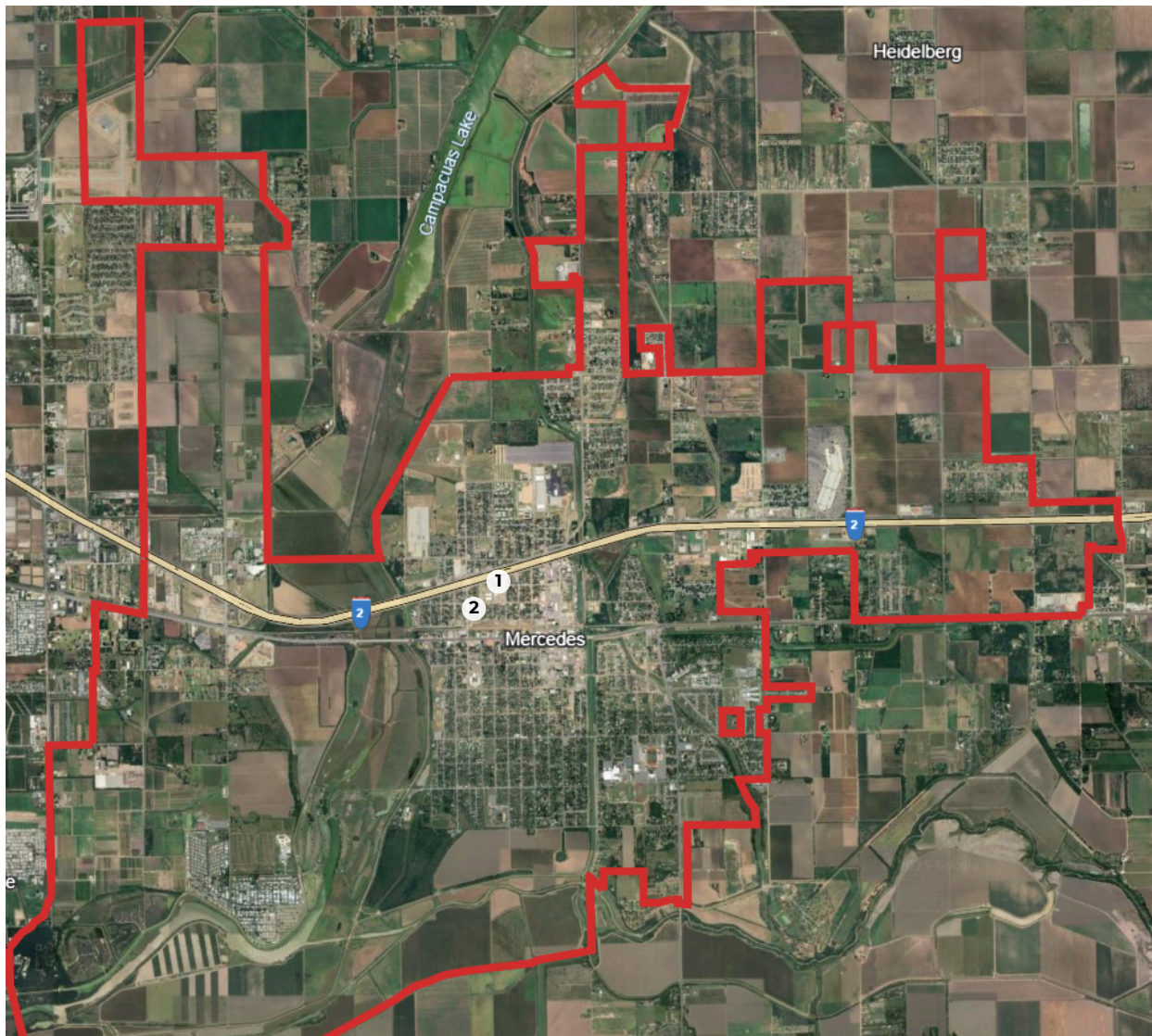


	Subdivision	Location	Acres	Number of lots	Status	Type
1	Mile 2 East Meadows	Mile 2 East Road and Mile 9 North	30	122	Completed Construction	Single Family
2	Stable Estates	1 Mile N of Express way 83 on Mile 1 E. West of Mile 1 E/South of Mile 8	30	96	Under Construction	Multi-Family & Single Family
3	Camino de Verdad Ph 2	FM 1015 & Camino de Verdad	22.76	63	Under Construction	Single Family
4	Hacienda Olivia Ph 2	South of Bus 83 on FM 491/ Rio Rico Rd. And east of FM 491/Rio Rico Rd	13.80	60	Under Construction	Single Family

SUBDIVISIONS UNDER CONSTRUCTION

	Subdivision	Location	Acres	Number of lots	Status	Type
5	Los Prados Ph 1	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	9.09	48	Obtain for Preliminary Approval, Waiting on Hidalgo County Approval	Single Family
6	Mirasol Country Estates	East Side if Mile 2 1/2 East and North if Expwy	59	19	Under Construction	Single Family
7	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	22	Rezone, Undergoing a Interlocal Agreement	Single Family
8	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	20	Waiting for Subdivision Plat	Single Family
9	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Pending Revised Plans	Single Family
10	North Valley Village	East side of Mile 2 East and south of Mile 8 North Rd	40	193	Pending Sewer Extension, Starting Construction Soon	Single Family
11	San Jacinto Estates No. 12 & No. 16	Mile 2 W and North of Mile 9 N	127.4	332	Obtain Preliminary Approval	SingleFamily & Multi Family
12	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	Pre-Construction	Commercial
13	Dollar General	Rio Rico and 10th St (1000 Rio Rico Rd)	1.74	1	Under Construction	Commercial
14	Hacienda Olivia Ph 4	E Rio Rico Rd and N of Hacienda Olivia Ph 1	13.80	117	Undergoing a Rezone	Single Family/Town House

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Sq Ft	Status
1	El Tejitas	350 N Virginia Ave	Food truck	-	License Issued
2	El big Bird Candy Store	161 N Vermont Ave	Retail/Snacks	500	License Issued

Health & Code Compliance

Health & Code Compliance Inspections, February

	February 2025
Code Compliance Inspections	161
Citations Issued	0
Health Inspections	23

Health Inspections Results, February 2025

Business Name	Business Type	Address	Pass/Fail
Charley's Philly Steak	Restaurant	5001 E Exp 83	Pass
Subway	Restaurant	369 N Texas	Pass
El Tejitas	Food Truck	350 N Virginia Ave	Pass
Tigres Adult Day Care	Day Care	950 S Missouri Ave	Pass
Taco Picoso	Restaurant	736 W 2nd St	Pass
Valley Oak Tree	Learning Center	841 S Texas Ave	Pass
777 Lucky Lotto #2	Convenience Store	735 W 10th St	Pass
Family Dollar	Store	402 S Texas Ave	Pass
Elly's Learning Center	Learning Center	50 N Vermont Ave	Pass
El Sazon de mi Abuela Salome	Food Truck	708 N Baseline Rd	Pass
Don Perro Food Truck	Food truck	708 N Baseline Rd	Pass
Whataburger	Restaurant	4801 E Exp 83	Pass
Westgate Meat Market	Store	1234 N FM 491	Pass



February 10, 2025

Marisol Vidales
Dr. Hector P. Garcia Memorial Library
434 South Ohio Ave

Dear Marisol Vidales,

Congratulations to the Dr. Hector P. Garcia Memorial Library. On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2024 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 542 public library systems in Texas, your library is one of only 102 who have earned this year's award. With this honor, your library is now in the top 19% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Pfledderer".

Cynthia Pfledderer
President, Texas Municipal Library Directors Association



Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-25

Circulation	2025	2024
Check-Outs & Renewals:	404	620
Year to Date Total:	1,868	3,300
In-House Book Circulation:	66	115
Year to Date Total:	434	792
In-House Magazine Circulation:	18	13
Year to Date Total:	97	194
In-House Newspaper Circulation:	20	21
Year to Date Total:	100	128
New Borrowers:	34	34
Year to Date Total:	133	140

Digital Resources	2025	2024
cloudLibrary Checkouts:	181	258
Year to Date Total:	790	1,102
NewsStand Checkouts:	308	374
Year to Date Total:	1,502	2,159
Biblio+ Views:	69	77
Year to Date Total:	532	225

Interlibrary Loans (ILL's)	2025	2024
Items Requested:	14	83
Year to Date Total:	140	465
Items Sent:	5	40
Year to Date Total:	90	238

Book & Media Donations	2025	2024
Donations Received:	0	8
Year to Date Total:	67	16
Donations Selected:	0	2
Year to Date Total:	27	6

Assistance	2025	2024
Reference By Phone:	112	481
Year to Date Total:	520	1,237
Reference In-Person:	115	223
Year to Date Total:	576	623
Directional By Phone:	182	0
Year to Date Total:	652	0
Directional In-Person:	179	0
Year to Date Total:	678	0

Library Service	2025	2024
Digital Assistance:	138	140
Year to Date Total:	705	619
Fax Assistance:	63	66
Year to Date Total:	279	265
Copy Assistance:	144	186
Year to Date Total:	511	809
Scan Assistance:	16	27
Year to Date Total:	38	87
Print Outs:	39	2,846
Year to Date Total:	6,618	10,695

Computer Sessions	2025	2024
Adult Lab Sessions:	1,072	410
Year to Date Total:	3,685	1,952
Juvenile Lab Sessions:	113	34
Year to Date Total:	429	187
WiFi:	2,100	1,470
Year to Date Total:	9,090	7,086

Meeting Room Sessions	2025	2024
Sessions:	65	95
Year to Date Total:	282	290

Technical Services	2025	2024
New Items Added:	36	80
Year to Date Total:	920	393
Items Processed:	82	130
Year to Date Total:	416	331
Items Withdrawn:	2	20
Year to Date Total:	229	254
Items Recataloged:	4	15
Year to Date Total:	117	22
Items Repaired:	2	4
Year to Date Total:	14	85

Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-25

Adult Programming	2025	2024
Adult Events:	14	12
Year to Date Total:	51	39
Adults in Attendance:	99	123
Year to Date Total:	433	326

Teen Programming	2025	2024
Teen Events:	0	0
Year to Date Total:	2	0
Teens in Attendance:	0	0
Year to Date Total:	10	0

Children's Programming	2025	2024
Children Events:	7	4
Year to Date Total:	23	20
Children in Attendance:	78	36
Year to Date Total:	211	158
Adults in Attendance:	33	18
Year to Date Total:	80	55

Family Place	2025	2024
Early Learning Space Total:	148	0
Year to Date Total:	344	0
Workshop Children in Attendance:	9	0
Year to Date Total:	9	0
Workshop Adults in Attendance:	9	0
Year to Date Total:	9	0

Toddler Programming	2025	2024
Children Events:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0

General Programming	2025	2024
Events:	2	1
Year to Date Total:	9	7
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	21	0
Year to Date Total:	23	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	14	0
Year to Date Total:	14	19
Total General Programing:	81	7
Year to Date Total:	1,912	1,149

Outreach Programming	2025	2024
Events:	1	3
Year to Date Total:	9	8
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	128	0
Year to Date Total:	153	30
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	13	0
Year to Date Total:	55	36
General Attendance:	0	181
Year to Date Total:	353	631

Reading Programs	2025	2024
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Volunteer Hours	2025	2024
Total:	308.50	47.50
Year to Date Total:	1,096.00	473.75

Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-25

Curbside Services	2025	2024
Curbside Café:	0	2
Year to Date Total:	1	24
Curbside Circulation:	0	3
Year to Date Total:	1	6
Curbside Crafts:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	0
Year to Date Total:	2	10

Library Visits	2025	2024
Visits:	3,371	2,814
Year to Date Total:	13,974	12,574

Café Visits	2025	2024
Visits:	512	432
Year to Date Total:	1,989	2,165

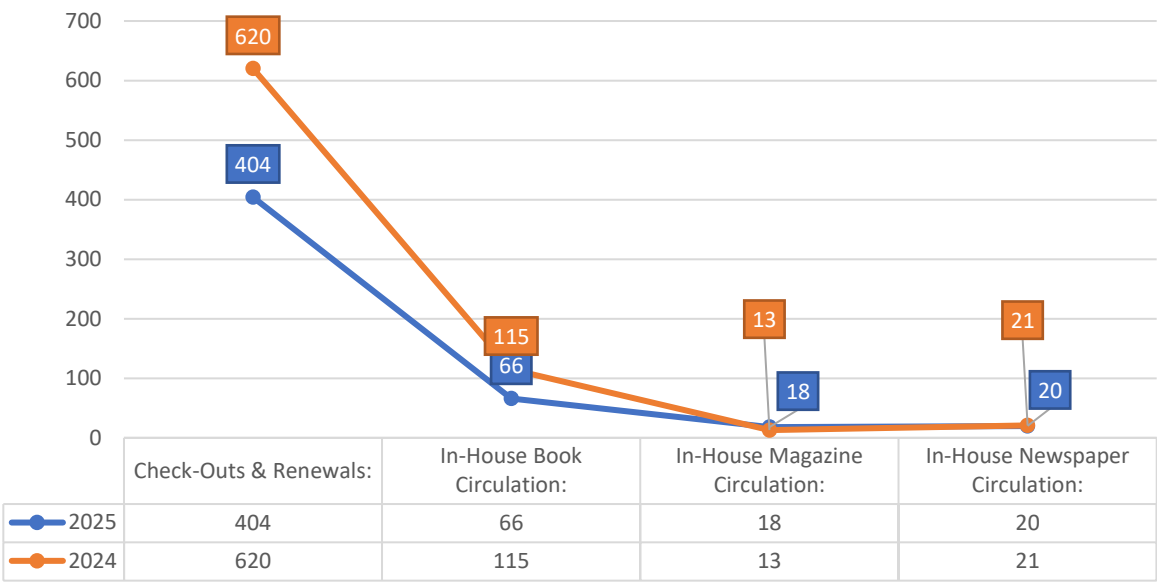
Café Sales	2025	2024
Net Sales:	\$ 1,722.47	\$ 1,676.71
Year to Date Total:	\$ 5,703.23	\$ 7,796.29
Sales Tax:	\$ 142.14	\$ 138.53
Year to Date Total:	\$ 612.09	\$ 640.24

Social Media	2025	2024
Library Posts:	121	112
Year to Date Total:	529	529
Library DMs:	9	1
Year to Date Total:	26	41
Cafe Posts:	21	14
Year to Date Total:	121	101
Café DMs:	0	0
Year to Date Total:	0	1
City Posts:	57	30
Year to Date Total:	299	281
City DMs:	9	9
Year to Date Total:	71	64
Videos Created:	1	1
Year to Date Total:	6	47
Website Updates:	22	17
Year to Date Total:	45	108
HCLS Posts:	4	1
Year to Date:	21	6
Stories:	8	0
Year to Date Total:	19	0
Flyers:	27	0
Year to Date Total:	142	0

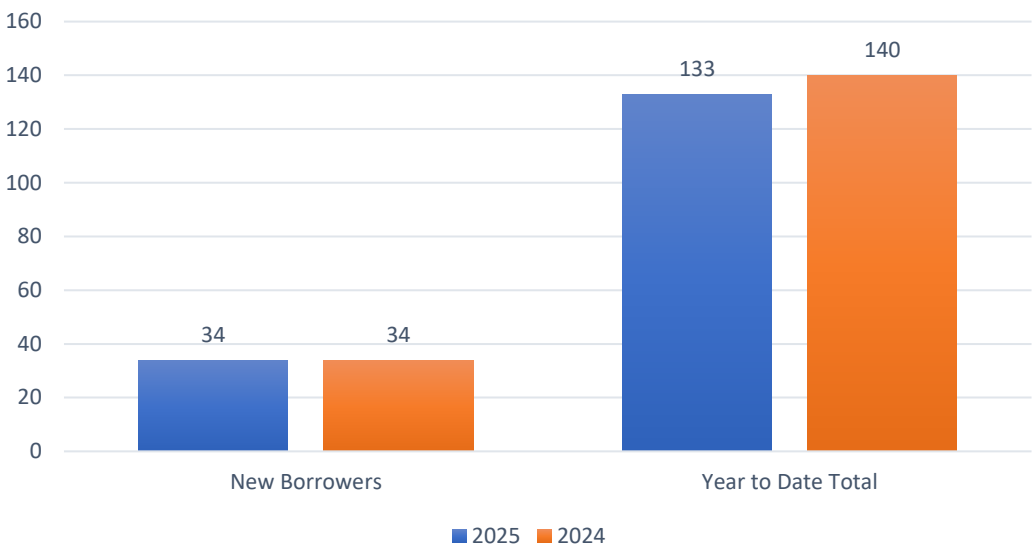
February Library Comparison

2025 vs. 2024

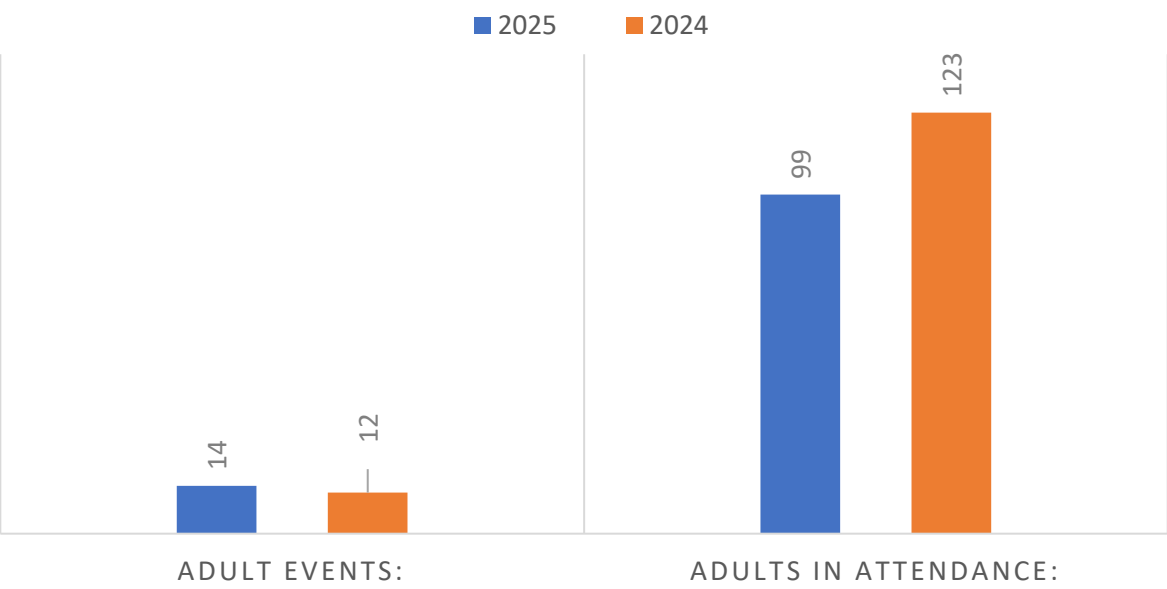
February Library Circulation Comparison (2025 vs. 2024)



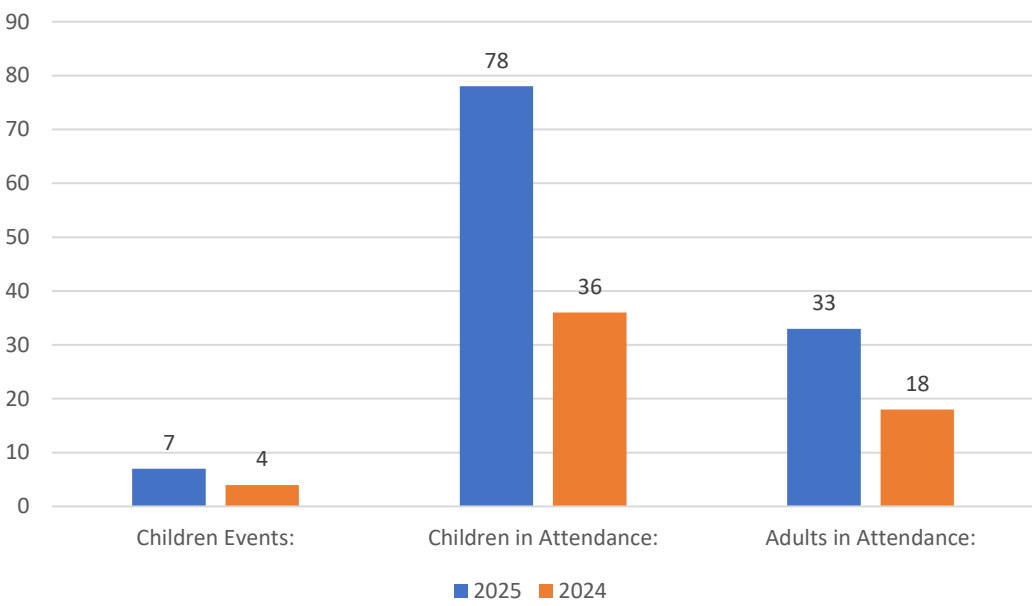
February Library New Borrowers Comparison (2025 YTD vs. 2024 YTD)



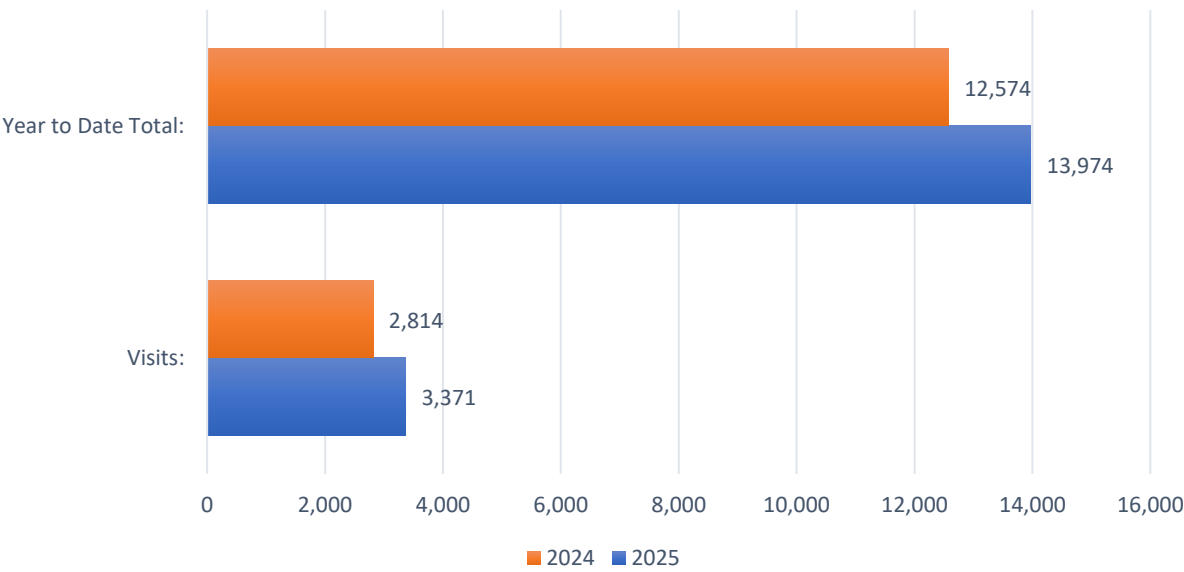
FEBRUARY LIBRARY ADULT PROGRAMMING COMPARISON (2025 VS. 2024)



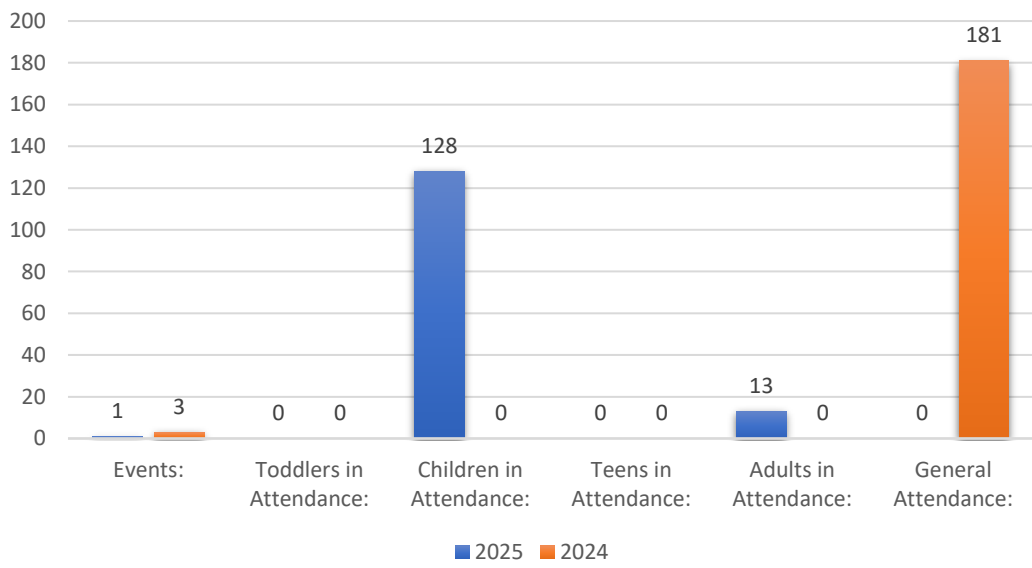
February Library Children's Programming Comparison (2025 vs. 2024)



February Library Visits Comparison (2025 YTD vs. 2024 YTD)



FEBRUARY LIBRARY OUTREACH COMPARISON (2025 VS. 2024)





Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC: Patricio Avila, Assistant City Manager
Date: March 11, 2025
Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, training, and events during the month of February 2025.

Meetings

- Meeting with Mr. Perez to discuss rooms for Sky Fest, new kite organization, and logistics (2/3) – Marisol Vidales
- Hidalgo County Commissioner's Court meeting for World Read Aloud Day and LEAP re-launch (2/4) – Marisol Vidales
- Meeting with potential investors regarding library plans (2/4, 2/6, & 2/10) – Marisol Vidales, Michelle Muniz, & Frank Rivas
- Meeting with City Manager for SkyFest layout, budget, water leak, rooms for Sky Fest, and outdoor design (2/4) – Marisol Vidales
- Met with Kathy Cowden from KMB to discuss the plan created by TCiNN Liaison, asking for a plan from them, moving the mulch and compost, and potentially not doing removal at this time. (2/4) – Marisol Vidales
- Department Head meeting (2/5 & 2/19) – Marisol Vidales
- Met with Texas RC Association, Roel Villanueva from Killer V Fireworks, Parks, City Manager, ACM, Rec, & City Secretary to go over the upcoming Sky Fest event. (2/6) – Marisol Vidales, Michelle Muniz, & Frank Rivas
- Teams meeting with Insignia Vice President and Customer Advocate to discuss irritation on the state of our catalog, our records, patrons' complaints, poor migration, etc. (2/10) – Marisol Vidales, Michelle Muniz, & Mary Jane Hernandez

- Met with Fire Marshall regarding fire panel replacement. (2/10) – Marisol Vidales & Michelle Muniz
- Met with Mario Salinas to go over the new flyer and his questions regarding the favors for State of the City. (2/10) – Marisol Vidales & Michelle Muniz
- Met with City Manager to review the future library presentation and address his concerns for adjustments to the presentation and requests. (2/11) – Marisol Vidales
- Meeting with Ric Cavazos regarding Economic Development article (2/14) – Marisol Vidales, Michelle Muniz, & Frank Rivas
- Library Board Meeting on programming and outdoor landscape design (2/13) – Marisol Vidales & Michelle Muniz
- Hidalgo County Library System (HCLS) meeting to discuss Insignia and providing them with a deadline to correct all our issues before determining payment, contract, and vendor options. (2/14) – Marisol Vidales, Michelle Muniz, and Mary Jane Hernandez
- Met with Sylvia Garcia in regards to Autism Awareness event for MISD and provided her with media contacts, contacts for rentals, and offered helped in developing maps for event. She in turn aided by dropping off 25 posters for sky fest. (2/18) – Marisol Vidales & Michelle Muniz
- Met with Rock N’Roll James in regard to State of the City event. Went over the program, expectations, dress code, and payment process. (2/18) – Marisol Vidales & nonlibrary staff
- Attended the City Commission meeting. (2/18) – Marisol Vidales
- Met with Joel Davila from Davila Media to discuss the marketing package that he offers. (2/19) – Marisol Vidales
- Reviewed the BrandGeniuz onboarding document with City Manager, City Secretary, and HR Director. (2/19) – Marisol Vidales
- Friends of the Library meeting to discuss Sky Fest involvement (2/20)
- Monthly HCLS meeting in Weslaco (2/21) – Marisol Vidales
- Met with Mr. Zavala from AARP and spoke with Teresa Gomez regarding his paycheck and his hours and also determined that current payroll needed to be resubmitted. (2/21) – Marisol Vidales & Michelle Muniz
- Met with Creative Bits, Inc. nonprofit and have become their secretary and will assist with Creative Bits calendar. (2/22) – Marisol Vidales
- Met with Department Heads from Planning, Finance, Rec, Parks, & City Secretary to go over Sky Fest supplies, staffing, layout, and program. (2/24) – Marisol Vidales & Michelle Muniz
- Met with Brand Geniuz to start the onboarding process and select the preferred marketing strategy. (2/24) – Marisol Vidales, Michelle Muniz, Daniela Alejo, & Annalisa Agueros
- The county’s cataloging committee met to determine what still needs to be corrected on the HCLS records in order to provide that information to Insignia. (2/25)
- Met with Mary Lou Cantu t South Texas ISD building to go over décor, layout, backdrop, and the kitchen for State of the City event. (2/26)
- Met with City Manager to review the agreement with Brand Geniuz for social media marketing and determined that some changes needed to be made. (2/26) – Marisol Vidales
- Interviewed by KVEO to order promote Sky Fest event. (2/26) – Marisol Vidales
- Interviewed by Q 94.5 (Rock N’Roll James) and 107.9 (Roxy) to promote Sky Fest. (2/27) – Marisol Vidales & Armando Villela

- Interviewed by KRGV Take 5 to promote Sky Fest Event. (2/27) – Marisol Vidales & Armando Villela
- Meeting with City Secretary and HR to review the content for the State of the City for the meeting on Monday with Brand Geniuz. (2/28) – Marisol Vidales

Trainings

- Texas Cybersecurity Awareness Training from KnowBe4 – All Staff (2/12 & 2/18)
- Trans Amigos Express Courier Training – Maria Mendoza and Annalisa Agueros (2/21)
- Booklist & ALA webinar: Graphic Novels for Young Adults – Michelle Muniz (2/27)

Events/Programming

Adult Programming

- Basic Computer Classes taught by Digital Navigators, Anthony Cardenas & Tristan Garza (2/4 - 7 attendees; 2/6 - 4 attendees; 2/11 - 6 attendees; 2/18 - 6 attendees; 2/20 - 9 attendees)
- Advanced Computer Classes taught by Digital Navigators, Anthony Cardenas & Tristan Garza (2/25 – 9 attendees & 2/27 – 8 attendees)
- Spanish Class by Kathy Suarez (2/11 – 4 attendees; 2/19 - 4 attendees; 2/26 – 2 attendees)
- Delta Independent Living Story Time & Craft (2/11 - 16 attendees)

Children's Programming

- Painting Classes by Diane Roman-Goldsberry (2/3 - 2 children)
- Thinking Money for Kids Program by Briana Casares (2/4 - 16 children & 5 adults; 2/11 - 19 children & 8 adults; 2/18 - 17 children & 7 adults; & 2/25 – 14 children & 6 adults)
- RedRover Readers RGV: Mission Pawssible (2/19 - 5 children & 3 adults)
- Play & Learn with Me Workshop (2/14 - 3 parents & 6 children; 2/21 - 1 family due to weather; & 2/28 – 3 children & 2 parents)

General Programming

- LEAP Backpack Relaunch Event (2/6 – 81 attendees)
- Pokémon Day – Crafts, activities, and a Pokemon movie with refreshments. (2/27 – 21 children & 14 adults) – Frank Rivas & Briana Carrillo

Event

- Attended monthly Food Distribution event. (2/12) – Daniela Alejo

Outreach

- Digital Navigators visited Llano Grande Resort & Golf Club for one-on-one digital assistance (2/21)
- Attended Zachary Taylor Elementary Career Day (2/13 - 128 children & 13 adults)

Café

- 137 visits, 96 items sold, \$368.27 in sales (2/1 - 2/7)
- 141 visits, 121 items sold, \$504.49 in sales (2/8 - 2/14)
- 135 visits, 134 items sold, \$517.56 in sales (2/15 - 2/21)
- 99 visits, 107 items sold, \$457.59 in sales (2/22 - 2/28)
 - Total sales \$1,864.61 and 464 items sold

Marketing

- Created 121 social media posts for the library, 57 for the city, and 21 for the café
- Posted 10 stories for the library, 8 stories for the city, and 1 general video
- Answered 9 library DMs and 9 city DMs
- Designed 27 original flyers and published a new arrivals newsletter and a February newsletter

Administration

- Sky Fest – staff created online forms for vendors & competition participants, promoted on social media platforms, designed and printed 9 - 3D trophies (with help from City IT), revised multiple layouts, reached out to Livestock Show to borrow their stage for the band, worked with the band to have their setup ready for the day of event, contacted various organizations (MISD, IDEA, STISD, Triumph, Girl Scouts, RGV Dads, Capable Kids, Texas Children in Nature Network) to discuss Sky Fest and invite them to participate, ordered supplies for craft, sought out vendors to participate at the event, went on various news outlets to promote the event, drove out to different retirement parks across the RGV to drop off flyers for the event, worked with band's manager to make sure we would be prepared with their meals and rooms, booked rooms for bands and professional kite flyers coming from North Texas, reached out to JROTC instructor to obtain volunteers for parking for event, ordered face painting supplies, created judging score sheets, & ordered inflatables for the event.
- Began working on the Texas State Library Annual Report.
- Redrafted the future library plans, breaking down by personnel, technology, furniture, and capital.
- Prepared and submitted the Recertification Form for Family Place Libraries.
- Prepared the minutes for the Library Board Meeting and gathered supporting documentation.
- Worked on and submitted surplus items in the library that need to go to the surplus container at Public Works. Also worked on transfer forms for wood computer carrels going to the rec department, library director's desk, chairs, and small table to City Secretary.

- Received & reviewed various book and audio-visual orders and added them to our budgets.
- Submitted the Recertification Form to the online portal for Family Place Libraries.
- Submitted request to Urban County to transfer the wood computer carrels to Recreational Department, pending their approval.
- Assisted Carlos Cantu & Derek Garcia with their submission of the Texas Historical Foundation grant. Gathered statistics, reviewed the grant narrative, & revised the budget.
- Created a Google Doc & Slides presentation for potential investors that showcased the library's wish list. Then created an excel spreadsheet with further information like capital and staffing salaries for the City Manager.
- Wrote recommendation letters for Daniela Alejo.
- Reviewed, answered, and submitted onboarding documentation from BrandGeniuz. Provided passwords, number of followers, history of Mercedes, and information from our Comprehensive Plan.
- Spoke to event coordinator from Llano Grande to establish new outreach dates for Digital Navigators to assist their residents with any digital and tech questions.
- Worked on Creative Bits, communicating with Dr. Samuel Garcia and CA Hinojosa to make sure publications of the Writing Contest were on schedule.
- Handled various issues with AARP employee, Ramiro Zavala. Ended up revising the Janitorial Duties to be more specific and detailed, even adding a few extra duties.

Historic Preservation Officer

- Finalized and submitted all necessary documents for the Annual Report for Certified Local Government for the Texas Historic Commission.
- Prepared the agenda, executive summaries, and minutes for agenda packet for the MHPC meeting.
- Participated in the Mercedes Historic Preservation Commission meeting which included a façade grant and a grant extension for leveling for 949 S. Ohio Ave, a grant request for roof & façade for 320 S. Missouri, elections for Chair & Vice-Chair,
- Worked with Ruben Sosa to finalize the grant application packets for 320 South Missouri Ave.
- Prepared the certificate of appropriateness for 949 S. Ohio & 320 S. Missouri, reviewed building permit with regards to storage shed for 320 S. Missouri and provided approval, emailed City Attorney regarding citations and community service options.
- Had all the minutes from the past fiscal year signed and sealed by City Secretary and then scanned and emailed to the Texas Historic Commission as part of the annual report.
- Coordinated the signage and leveling project for 310 S. Texas and 949 S. Ohio.

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 29, 2025 8:26:37 AM
Last Modified: Thursday, February 20, 2025 3:46:25 PM
Time Spent: Over a week
IP Address: 173.209.69.250

Page 1: CONTACT INFORMATION

Q1

City

Mercedes

Q2

Name of individual completing the annual report

Marisol Vidales

Q3

Mailing Address

434 S. Ohio Ave.

Q4

Phone Number

956-565-2371

Q5

Email Address

mvidales@cityofmercedes.com

Page 2: HISTORIC PRESERVATION OFFICER (HPO)

Q6 Yes

Does the City have a designated Historic Preservation Officer?

Q7

Name of Historic Preservation Officer

Marisol Vidales

Q8

No

Does the Historic Preservation Officer satisfy the Secretary of the Interior's Professional Qualification Standards?

Q9

How many staff members make up the City's preservation program? (for example, 2 full time staff and 1 part time)

2 full time staff member

Q10

Please list all preservation-related trainings attended by the Historic Preservation Officer and City preservation staff during the past fiscal year. This may include THC workshops, National Trust conference, National Alliance of Preservation Commission events, or other preservation-specific training. If none, write "none."

Texas Historic Commission Certified Local Government Training - 9/14/2024 - Marisol Vidales & Michelle Muniz

South Texas Summit on Public History, Culture, Heritage, Archives, & Museums -8/8/2024 - Marisol Vidales & Michelle Muniz

Q11

No professional memberships

Please indicate any individual or institutional professional memberships held by the CLG.

Page 3: PRESERVATION COMMISSION

Q12

Yes

Does the CLG maintain an adequate and qualified local preservation commission?

Q13

How many members serve on the local preservation commission?

7

Q14

Does the CLG have the following technical representation on the local preservation commission? Check all that apply.

Architect,

Lawyer,

Real Estate Agent,

Historian,

Historic Property Owner,

Please describe any technical representation not listed above::

Archeologist

Q15

How many times did the preservation commission meet during the last fiscal year? (The CLG Handbook requires that commissions meet at least 6 times a year.)

8

Q16

Yes

Are commission meetings posted and conducted in accordance with the Texas Open Meetings Act?

Q17

No

Have the commission's approved meeting minutes been submitted to the THC for the past fiscal year? (Minutes may be emailed to THC, or the CLG may provide a URL where the City posts approved minutes online for at least the last four years.) If the answer is no, please provide meetings minutes asap to clg@thc.texas.gov.

Q18

No

Did the CLG make any new appointments to the preservation commission during the past fiscal year? (The CLG Handbook requires that all current commission members have resumes on file with the THC.)

Q19

When does the preservation commission meet? (For example, "Meetings are the third Monday of the month at 4 pm.")

Meetings are the second Tuesday of the month at 5:45 p.m. every other month.

Q20

Please list all preservation-related trainings attended by commission members in the past fiscal year. This may include staff-led training, THC's Real Places conference, CLG trainings from THC, National Trust conference, NAPC FORUM and/or webinars, etc.

Real Places Conference - Gabriel Ozuna, CAMP Training - Gabriel Ozuna, Brown fields training by Kansas State University - Gabriel Ozuna, South Texas Summit on Public History, Culture, Heritage, Archives, and Museums - Gabriel Ozuna, THC Workshop for Archeological Stewards - Donna Otto, THC Certified Local Government Training - Jodie Oliver Martinez, Gabriel Ozuna, Lorri Marchant, Donna Otto, Pedro Ayala, Tracy White, and Kristen Gutierrez

Page 4: LOCAL DESIGNATION AND DESIGN REVIEW

Q21

When did the CLG adopt its current preservation ordinance?

February 6, 2024

Q22

No

Did the CLG make any revisions to the preservation ordinance during the past fiscal year?

Q23

How many historic properties are currently protected under the local preservation ordinance? (This should include both local landmarks and properties in locally designated historic districts.)

35

Q24

No

In the past fiscal year, did the CLG designate any new local historic districts?

Q25

No

In the past fiscal year, did the CLG designate any new individual properties as local landmarks?

Q26

Please describe any challenges or obstacles that may have prevented designating new landmarks and districts in the CLG.

The lack of a survey for our properties.

Q27

If the CLG publishes interactive online maps of its historic landmarks and districts (a local historic sites atlas), please provide the URL.

https://www.google.com/maps/d/edit?mid=1_Dz9vVvwlpkUH1u4unLaW88blyOciT&ll=26.147595690096253%2C-97.91605893751668&z=15

Q28

Yes

Does the CLG enforce at least a minimum 60-day stay of the demolition of locally designated properties, as required by the CLG Handbook?

Q29

Yes

Does the CLG have the authority to issue Certificates of Appropriateness as outlined by its historic preservation ordinance?

Q30

Please complete the following information regarding Certificates of Appropriateness in the last fiscal year:

Number of applications received:	2
Number of applications reviewed administratively by the Historic Preservation Officer:	0
Number of applications reviewed by the Historic Preservation Commission:	2
Total number of applications where the final action was approval:	2
Total number of applications where the final action was denial:	0
Total number of applications withdrawn:	0
Number of applications involving new construction within an existing historic district:	0
Number of applications proposing demolition of historic property:	0
Total number of demolition applications that were approved:	0
Number of applications involving dangerous buildings, life safety threats, or requiring some form of mitigation:	0
Number of applications involving economic hardship:	0

Q31

Please describe any specific recurring design issues related to Certificates of Appropriateness (i.e. inappropriate window replacement, infill, commercial signage).

With regards to the fiscal year being referred to we had no such issues. The applications were regarding roof work.

Q32

Neither

Has the CLG adopted local Design Standards or Guidelines? (Check all that apply):

Q33

No

Did the CLG make any revisions or updates to the Design Standards or Design Guidelines during the past fiscal year?

Q34

Yes

Does the CLG use The Secretary of the Interior's Standards for Rehabilitation when reviewing alterations to locally designated properties?

Page 5: PUBLIC PARTICIPATION

Q35

Yes

Does the CLG allow for public comment during posted Preservation Commission meetings?

Q36

Please describe any projects, educational programs, or public outreach activities completed during the past fiscal year. Please provide plenty of detail so we can highlight CLG successes!

The CLG presents on yearly basis to the Leadership Mercedes Class to inform budding city leaders about the Mercedes Historic Preservation as far as their mission, activities, local landmarks, and any questions on any part of the process. This is every April. They are on their 4th class this year so we presented to the 3rd class in April 2024.

Page 6: HISTORIC RESOURCES SURVEYS

Q37

No

Does the CLG maintain a system for the survey and inventory of historic properties?

Q38

Please list all of the CLG's historic resources surveys and updates with the date of completion. (e.g. Post Oak Historic District, 2014; Downtown, 2017; East Side, 2019)

N/A

Q39

From the surveys listed above, what is the total number of historic properties surveyed within the CLG? (e.g. 546 historic properties)

N/A

Q40	No
The THC recommends that the inventory be updated as changes occur. Is the inventory regularly updated to reflect alterations, additions, and demolitions impacting historic resources?	
Q41	n/a (The CLG does not currently have a survey.)
Are the historic resources surveys and/or inventories available to the public?	

Q42
Does the CLG have plans to conduct a new survey or update an existing survey? If so, please list name of the survey and the projected completion date.
Not at this time. We are attempting to seek funding for this.

Page 7: PARTICIPATION IN THE NATIONAL REGISTER PROCESS

Q43	No
In the past fiscal year, has the CLG reviewed a National Register nomination?	
Q44	No
Did the CLG submit its recommendation regarding the National Register nomination to the THC's National Register and CLG Programs?	
Q45	No
Did the CLG provide reasonable opportunity for the public to comment on the National Register nomination (such as at the preservation commission meeting)?	

Page 8: MONITORING PROPERTIES (STATE AND FEDERALLY DESIGNATED)

Q46	Nothing to report
Did the CLG notify the THC of any activities affecting National Register properties, SALs, and RTHLs? (Notification of actions affecting local landmarks is accomplished through submission of meeting minutes.)	

Q47

No

Did the CLG provide comment on any Federal undertakings through the Section 106 review process in the past fiscal year?

Page 9: CLG GRANTS

Q48

No

Did the CLG apply for a CLG grant in the last fiscal year?

Q49

No clearly defined project,

If no, what prevented the CLG from applying for CLG grant funds?

Lack of matching funds,

Lack of staff time to manage project

Page 10: LOCAL PRESERVATION INCENTIVES

Q50

Facade Grants,

Does the CLG offer any local incentives to support historic preservation projects?

Other Grants or Loans (Please specify below) ,

Please list any incentive programs not listed above.:

Roof and Leveling as well.

Q51

How many properties were assisted by local preservation incentives identified in the question above?

Other Grants or Loans

2

Q52

Please describe any success stories of property owners using local incentives in the past fiscal year, if any. (For example, "Lincoln Theater at 123 Main St. sat vacant for 10+ years before being bought and re-purposed as a community center. Initial investment: \$50,000; façade grant: \$15,000.")

Both 246 S. Texas Avenue and 402 S. Texas Avenue are local landmarks that were having severe roof leaks affecting the interior of the building. The replacement for 246 S. Texas Avenue was for \$20,000 and the new roof coat for 402 S. Texas Avenue was for \$22,000. Both were provided a reimbursement of \$10,000 with our historic preservation grant.

Page 11: PRESERVATION PLANNING AND FUTURE GOALS

Q53

No

Does the CLG have a preservation plan, or a community comprehensive master plan that incorporates preservation goals?

Q54

No

Did the CLG make any revisions or updates to the preservation plan or a community comprehensive master plan during the past fiscal year?

Q55

Please describe any anticipated local preservation activities and initiatives for the next fiscal year.

Applying for a Recorded Texas Historic Landmark application for 301 W. 2nd Street with the help of the Hidalgo County Historical Commission.

Q56

Are there any specific issues that the Texas Historical Commission may be able to address in your community? (e.g. Certificate of Appropriateness application review, ordinance revisions, CLG grants, preservation planning, survey and inventory, design standards, etc.)

We are in need of assistance with survey and inventory of our properties.

Q57

Please use this space to describe any accomplishments of the CLG in the last fiscal year that are not reflected in the questions above.

Our accomplishments were passing the new landmark ordinance, obtaining 7 qualified members, becoming a CLG, and starting to use Certificate of Appropriateness applications for review.

Q58

Certification

I hereby certify that the information provided in this report is accurate and correct to the best of my knowledge.

Monthly Statistics Report

FY 2024-2025

Invoices	FY 2022-2023 Totals	FY 2023-2024 Totals	FY 2024-2025 1st Qtr	January	February	March	FY 2024-2025 2nd Qtr	FY 2024-2025 Totals
Invoices Received	2,481	2,157	163	44	35		79	242
Payment Requests Received	2,419	2,479	365	127	79		206	571
Emergency Payment Requests	25	3	0	0	0		0	0
Total	4,925	4,639	528	171	114	0	285	813

Payments Processed	FY 2022-2023 Totals	FY 2023-2024 Totals	FY 2024-2025 1st Qtr	January	February	March	FY 2024-2025 2nd Qtr	FY 2024-2025 Totals
(01) General Fund	\$ 11,604,361.90	\$ 13,176,016.80	\$ 3,919,740.74	\$ 1,124,015.06	\$ 471,925.11		\$ 1,595,940.17	\$ 5,515,680.91
(02) Utility Fund	\$ 4,925,956.14	\$ 7,094,620.35	\$ 1,346,682.81	\$ 394,077.30	\$ 1,480,924.93		\$ 1,875,002.23	\$ 3,221,685.04
(03) Municipal Court	\$ 2,753.76	\$ 29,357.75	\$ 2,164.80	\$ -	\$ -		\$ -	\$ 2,164.80
(05) Library Fund	\$ 5,509.02	\$ 1,920.00	\$ -	\$ -	\$ -		\$ -	\$ -
(07) Special Rev/Grants	\$ 206,122.68	\$ 141,527.54	\$ 172,929.21	\$ 31,184.74	\$ 66,049.06		\$ 97,233.80	\$ 270,163.01
(10) Local Forfeiture	\$ 13,246.27	\$ 21,995.74	\$ 5,259.43	\$ -	\$ -		\$ -	\$ 5,259.43
(12) KMB	\$ 5,354.65	\$ 3,783.81	\$ 1,759.10	\$ -	\$ 428.98		\$ 428.98	\$ 2,188.08
(15) I & S	\$ 2,281,284.81	\$ 2,277,015.57	\$ -	\$ -	\$ 2,078,324.48		\$ 2,078,324.48	\$ 2,078,324.48
(16) Hotel Motel	\$ 130,569.00	\$ 133,560.00	\$ 29,090.72	\$ 14,500.00	\$ 1,995.00		\$ 16,495.00	\$ 45,585.72
(30) TIRZ	\$ 700,000.00	\$ 58,866.70	\$ -	\$ -	\$ 72,790.62		\$ 72,790.62	\$ 72,790.62
(43) Series 2018	\$ -	\$ 49,472.50	\$ -	\$ -	\$ -		\$ -	\$ -
(46) EMS	\$ 419,731.42	\$ 369,046.30	\$ 79,237.70	\$ 27,226.81	\$ 17,225.48		\$ 44,452.29	\$ 123,689.99
(49) Emergency Manage.	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
(51) ARPA	\$ 1,135,464.99	\$ 1,049,109.08	\$ -	\$ -	\$ -		\$ -	\$ -
(52) Series 2021	\$ 2,352,678.57	\$ 3,634,729.52	\$ -	\$ -	\$ -		\$ -	\$ -
(54) Parks Fund	\$ 2,056.96	\$ 7,874.69	\$ -	\$ -	\$ -		\$ -	\$ -
(55) Series 2024	\$ -	\$ -	\$ 823,575.51	\$ 105,266.80	\$ -		\$ 105,266.80	\$ -
Total Payments	2,638	2,689	785	243	170		413	1,198
Total Paid	\$ 23,785,090.17	\$ 28,048,896.35	\$ 5,556,864.51	\$ 1,591,003.91	\$ 4,189,663.66	\$ -	\$ 5,780,667.57	\$ 11,337,532.08

Purchase Orders	FY 2022-2023 Totals	FY 2023-2024 Totals	FY 2024-2025 1st Qtr	January	February	March	FY 2024-2025 2nd Qtr	FY 2024-2025 Totals
PO Requisitions (Regular)	1,275	1,060	424	117	115		232	656
Emergency PO Requisitions	284	295	18	21	21		42	60
Total	1,559	1,355	442	138	136	0	274	716
Purchase Orders Issued	\$ 2,736,129.00	\$ 3,791,715.94	\$ 1,587,872.92	\$ 402,549.97	\$ 95,235.15		\$ 497,785.12	\$ 2,085,658.04
Purchase Orders Received	\$ 1,952,309.76	\$ 1,781,601.83	\$ 1,088,346.80	\$ 193,638.72	\$ 31,849.26		\$ 225,487.98	\$ 1,313,834.78
Purchase Orders Voided	\$ 783,819.24	\$ 368,809.46	\$ 143,269.72	\$ 475.65	\$ 1,479.84		\$ 1,955.49	\$ 145,225.21
Purchase Orders Outstanding	\$ -	\$ 1,641,304.65	\$ 323,754.00	\$ 202,004.73	\$ 44,271.99		\$ 270,341.65	\$ 626,598.05
Total	1,492	1,323	495	161	146		307	1,376

Budget Amedments	FY 2022-2023 Totals	FY 2023-2024 Totals	FY 2024-2025 1st Qtr	January	February	March	FY 2024-2025 2nd Qtr	FY 2024-2025 Totals
Budget Amendments Received	77	36	1	1	0		1	2
Approved								
General Fund	69	32	0				0	0
Utility Fund	7	1	0				0	0
EMS Fund	1	1	0				0	0
KMB		2	0				0	0
Total	77	36	0	0	0	0	0	0

Customer tickets overview

Date Filter is from 2025/02/01 until 2025/02/28 Ticket Status is not Merged

Total Tickets

77

Total Ticket Duration (hours)

568.90

Average Ticket Duration (hours)

7.49

5

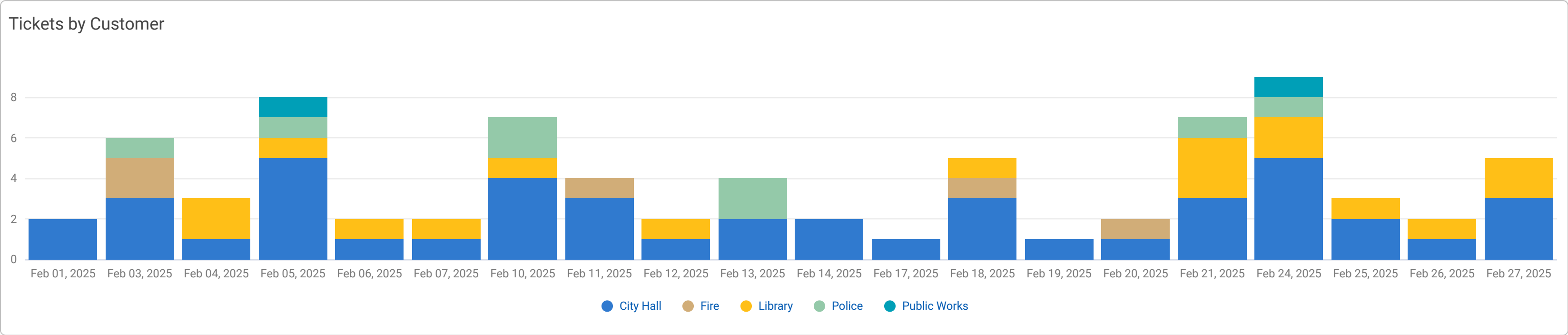
Number of Customers

77

Ticket Volume Per Customer

Ticket SLA Category

No SLA Date
100.00%



Customer Overview						
Site Name	Number of Tickets ▼	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Alerts	Exceeded SLA
City Hall	45	225.39	5.01	4.00	0	0
Library	17	122.06	7.18	5.78	0	0
Police	8	191.56	23.94	14.45	0	0
Fire	5	29.80	7.45	6.22	0	0
Public Works	2	0.08	0.04	0.04	0	0

Technician overview

Date Filter is from 2025/02/01 until 2025/02/28 Ticket Status is not Merged

Number of Tickets

77

Total Ticket Duration (hours)

568.90

Average Ticket Duration (hours)

7.49

5.53

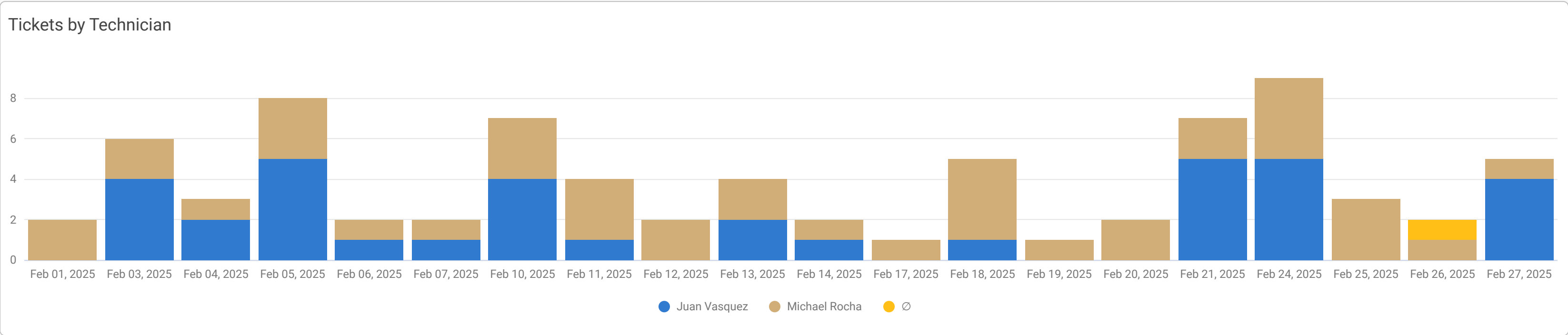
Average First Response Time (h...

7.49

Average Resolution Time (hours)

Ticket SLA Category

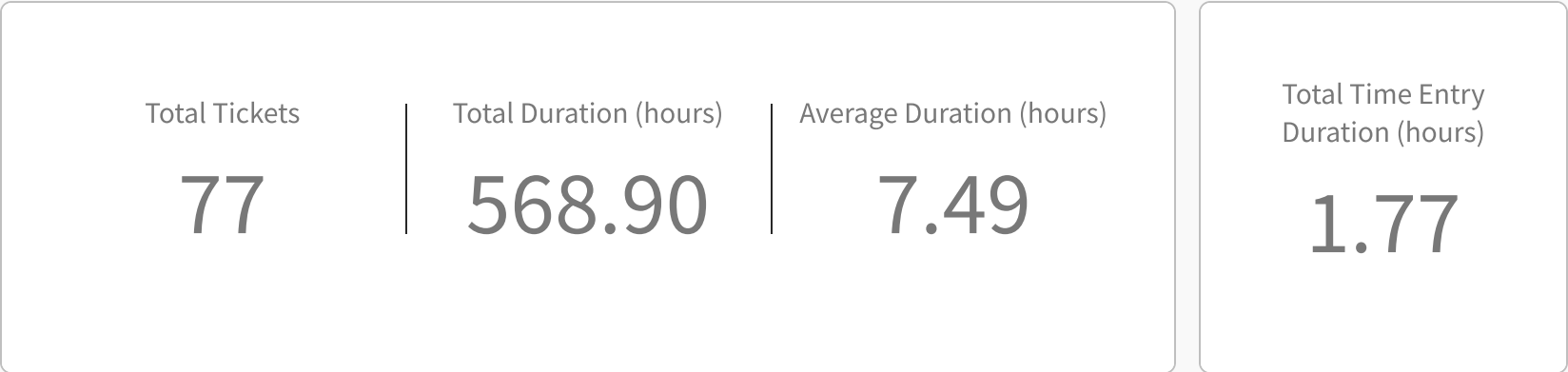
No SLA Date
100.00%



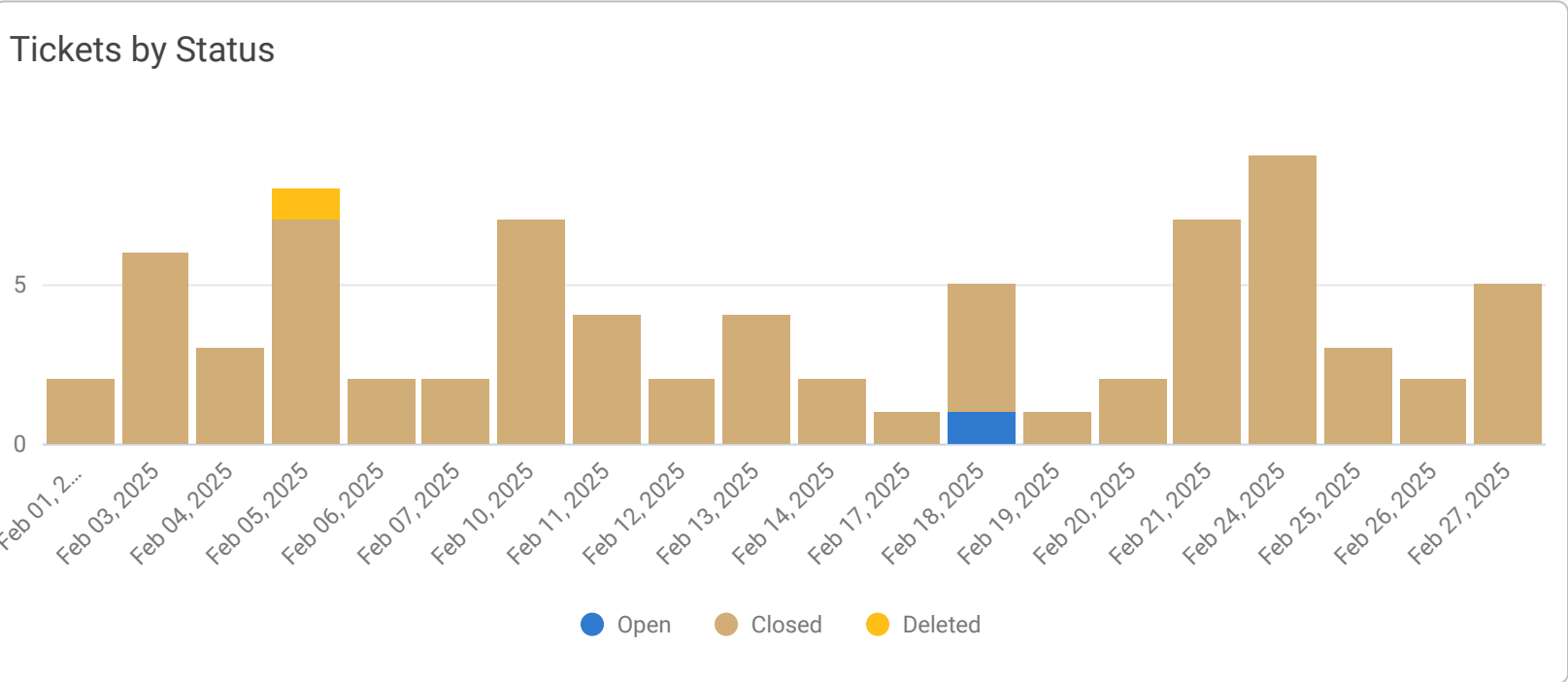
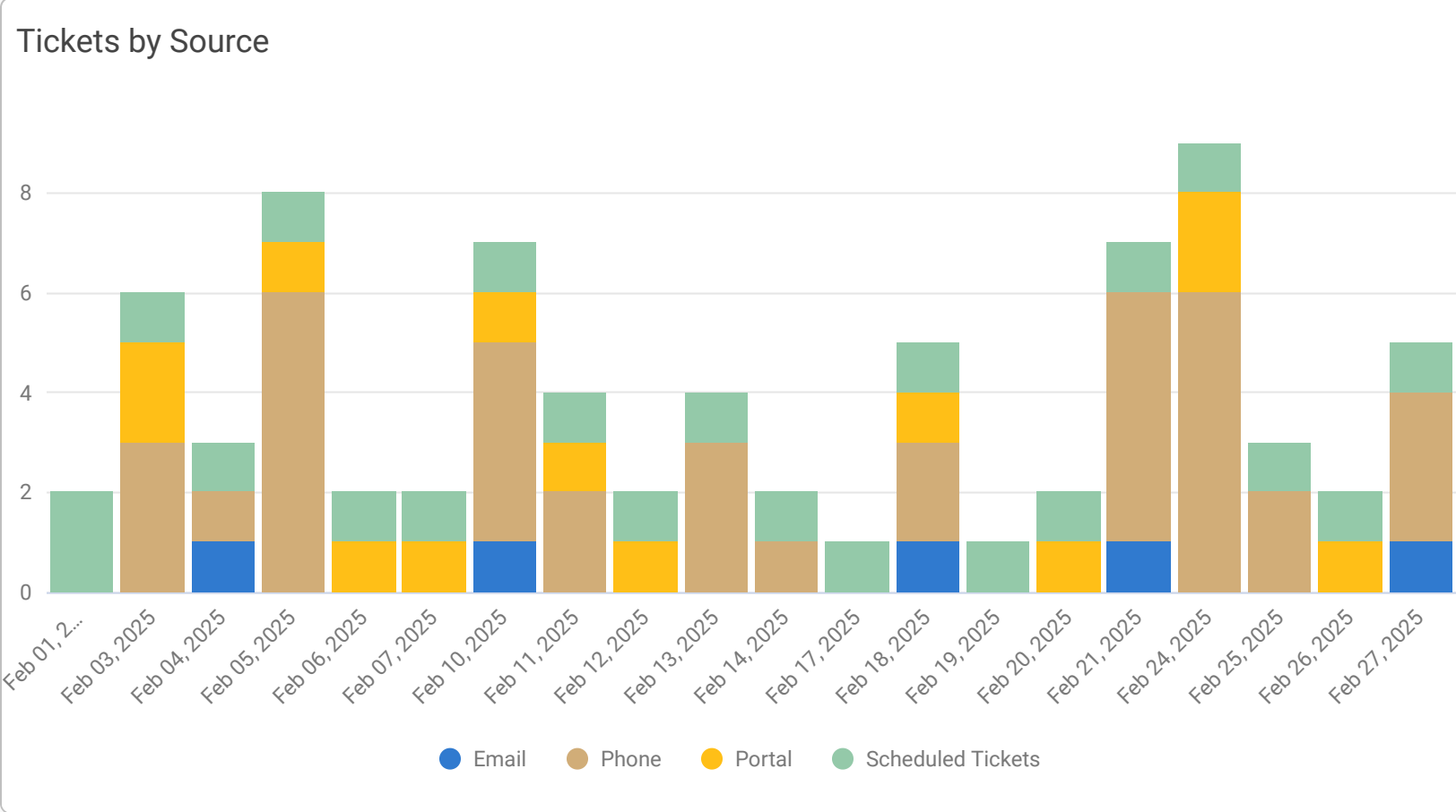
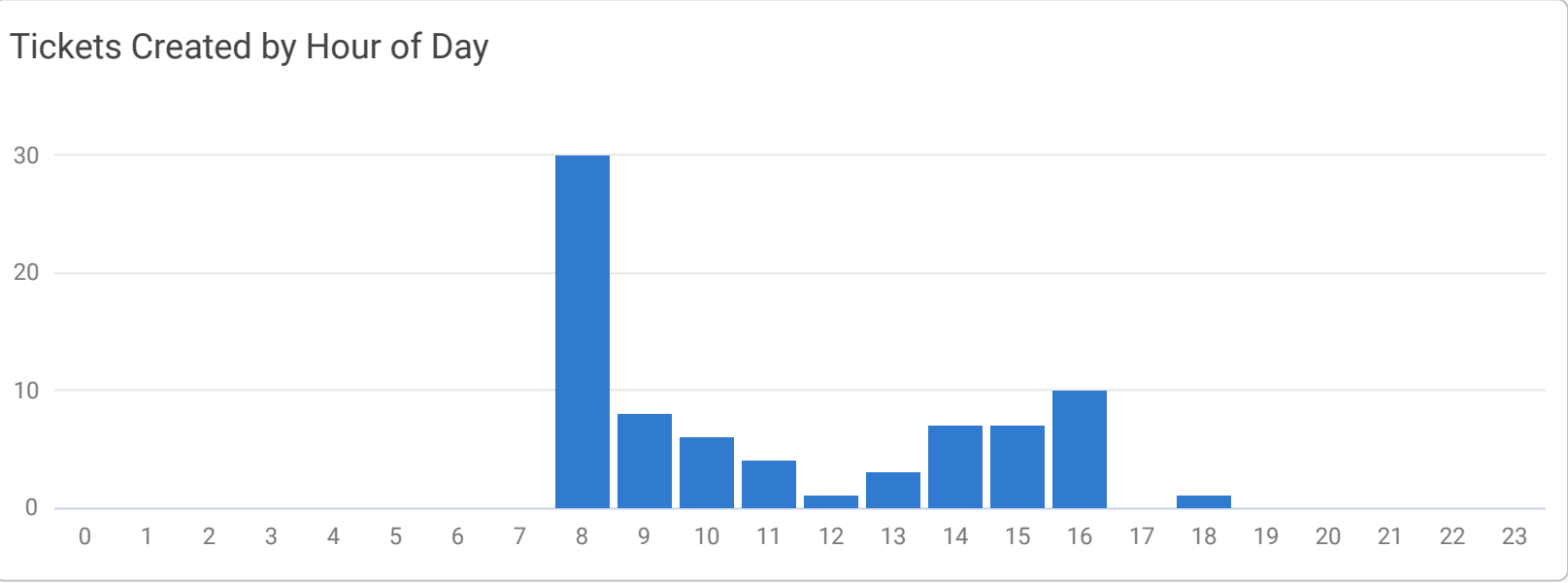
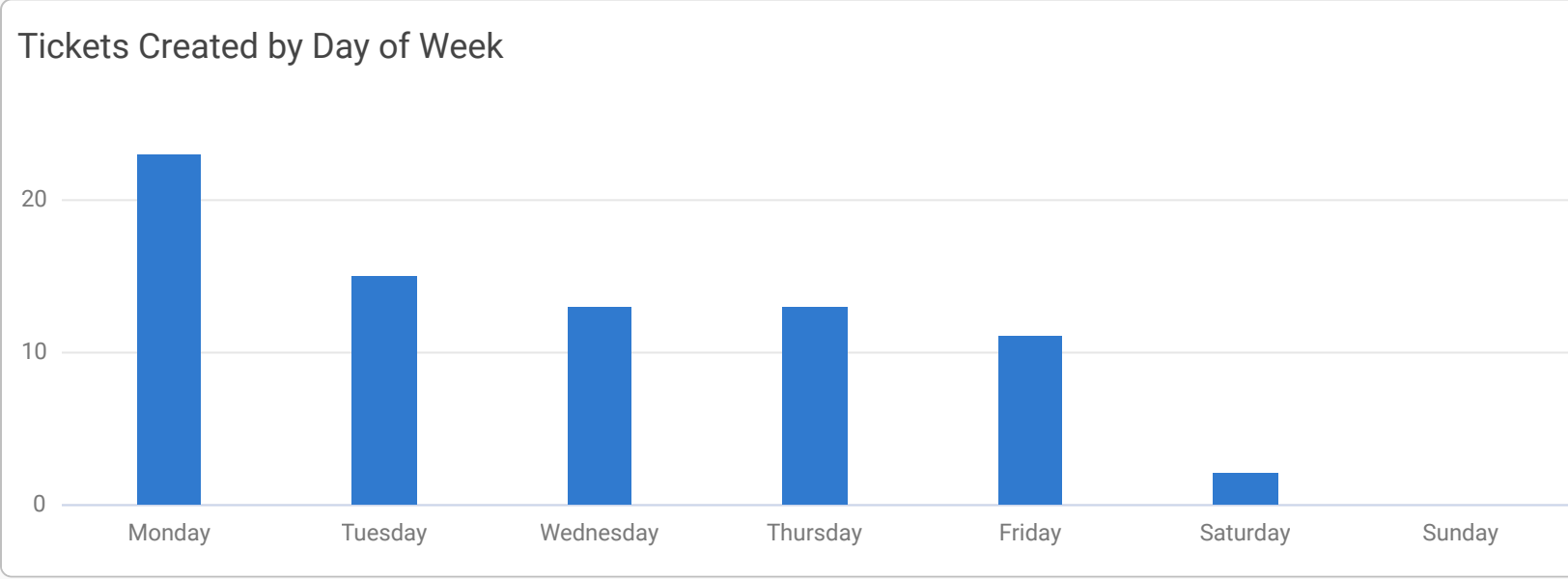
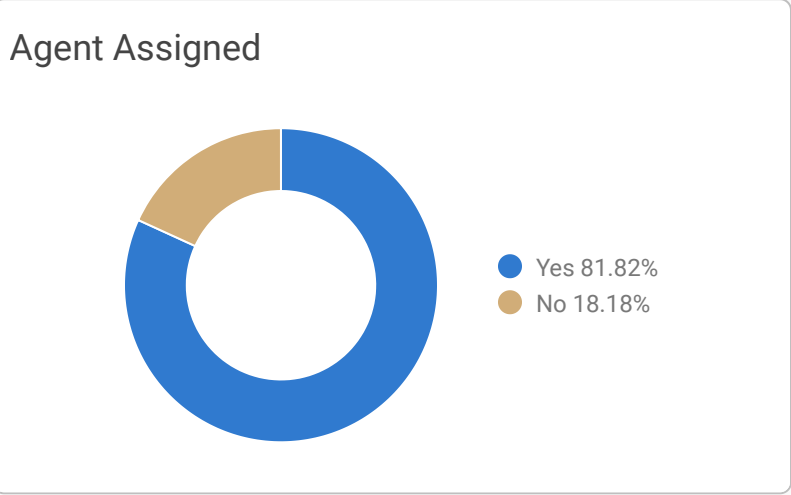
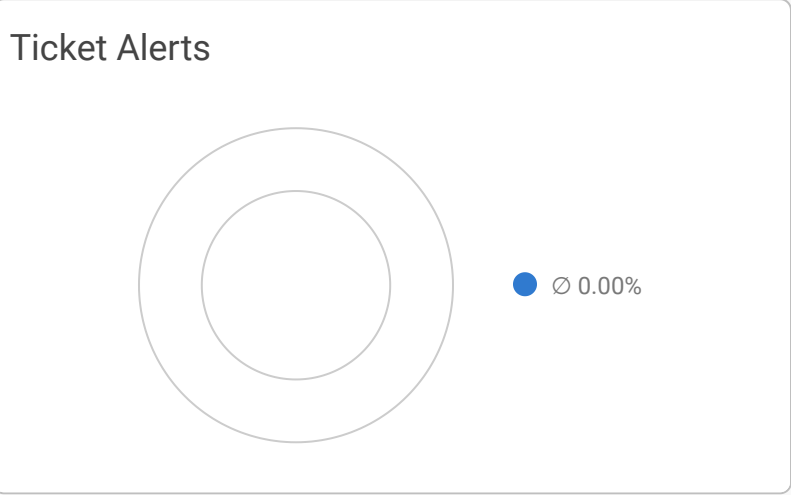
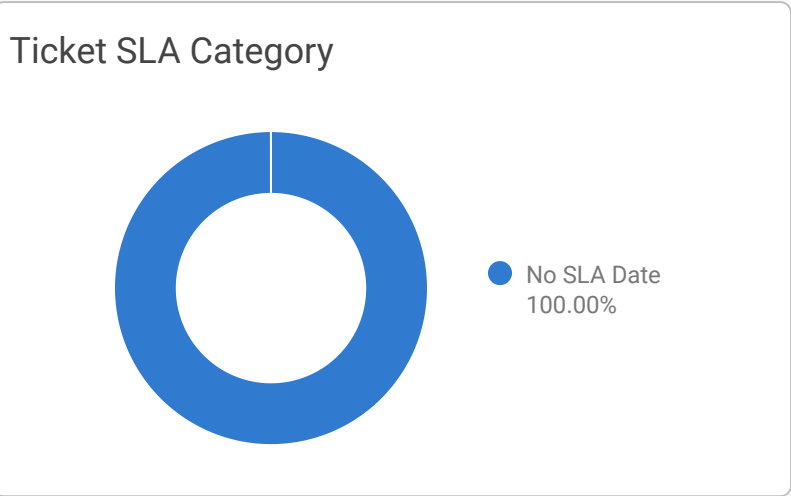
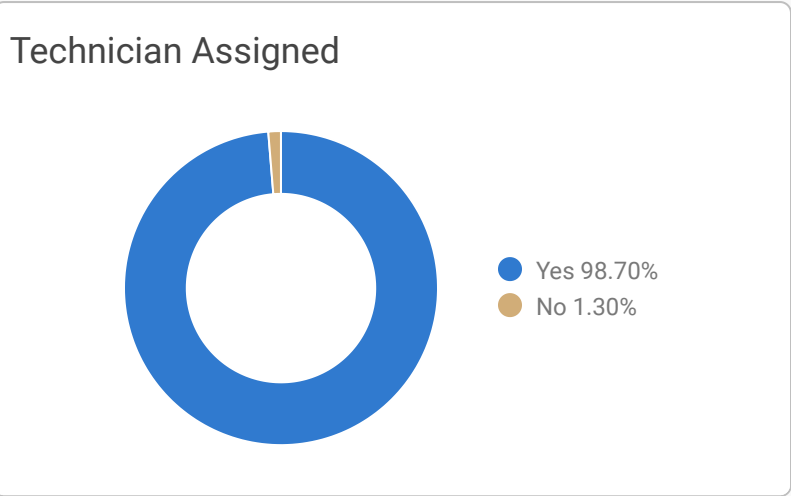
Technician Overview									
	Technician Name	Number of Tickets ▼	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Tickets Exceeded SLA	Number of Tickets Closed Within SLA	Number of Tickets Closed Outside SLA	Number of Open Tickets within SLA
1	Michael Rocha	40	372.95	9.56	7.63	0	0	0	0
2	Juan Vasquez	36	178.05	4.95	3.44	0	0	0	0
3	Ø	1	17.90	17.90	0.90	0	0	0	0

Ticketing summary

Date Filter is from 2025/02/01 until 2025/02/28 Ticket Status is not Merged



AI Auto-Tags		
	Tag Name	Number of Tags ▼
1	Security / Security Alerts and Threats	19
2	System / Windows / Login - Password Reset	7
3	Network / Internet and Phone Connectivity Issues	7
4	Printer / Printing usage & setup	7
5	Application / Install - Uninstall - Update	4
6	Hardware / New Hardware - Retire Hardware	4
7	Hardware / Damaged - Faulty	3
8	Application / Application usability & setup	3
9	Hardware / Printing Device	2
10	Application / Access & Permissions	1
11	Application / Application usability \u0026 setup	1
12	Application / Email Management, Delivery and Settings	1
13	Application / Printing usage & setup	1
14	Application / Printing usage & setup	1
15	Network / Onboarding - Offboarding User	1
16	Network / Remote Access & Permissions	1
17	Network / Security Alerts and Threats	1
18	System / Windows / System Configuration & Settings	1
19	System / Windows / System Configuration & Settings	1



Traffic

In ⓘ

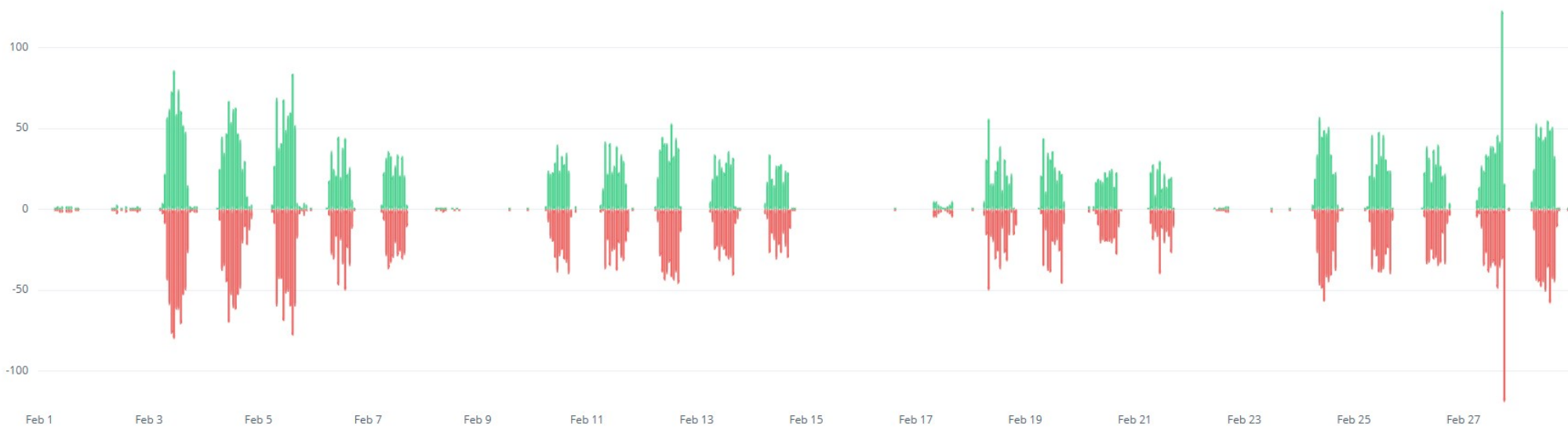
6,863

↑ 15% from
previous 28 days

Out ⓘ

6,722

↑ 14% from
previous 28 days



Mercedes Fire Department

February 2025

Monthly Report

"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."



Fire Chief/EMC
Javier Campos Jr.

Mercedes Fire Department
105 N. Ohio Ave
956-565-7755

February 2025 Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

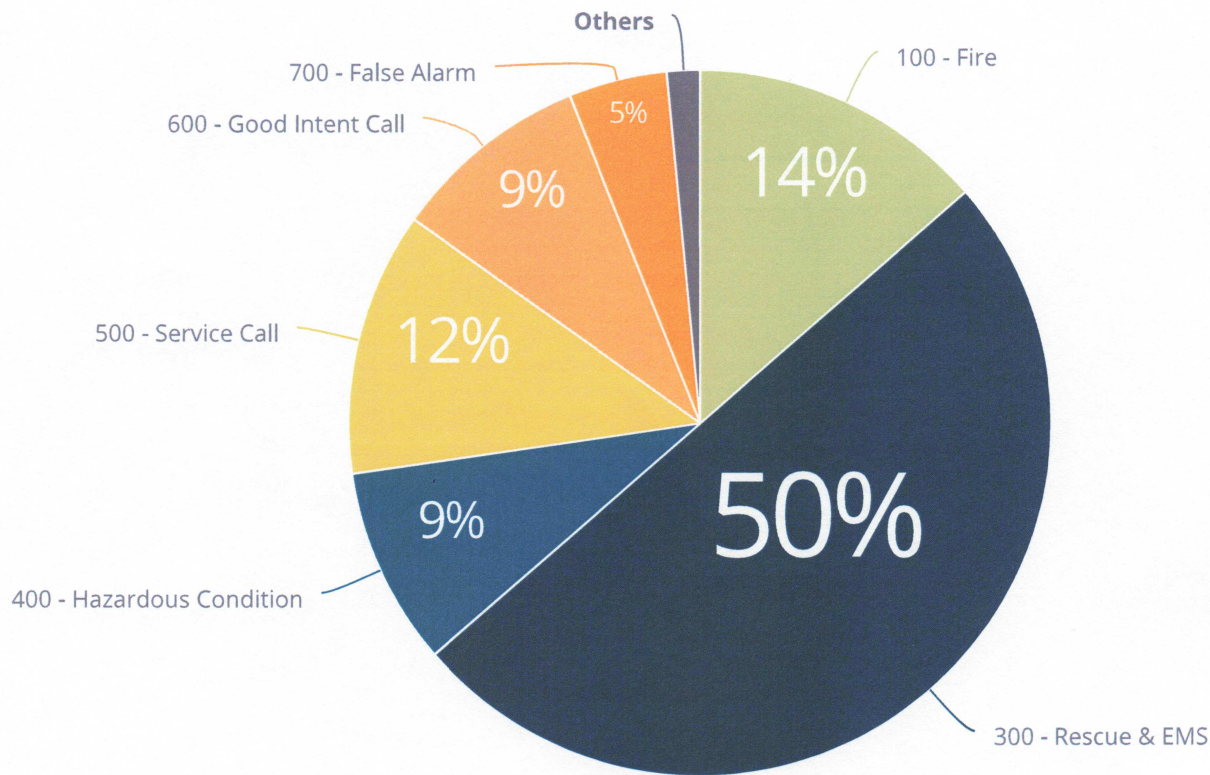
66

Average Dispatch to Arrival Time

Average Response Time Alarm To Arrival

7m:53s

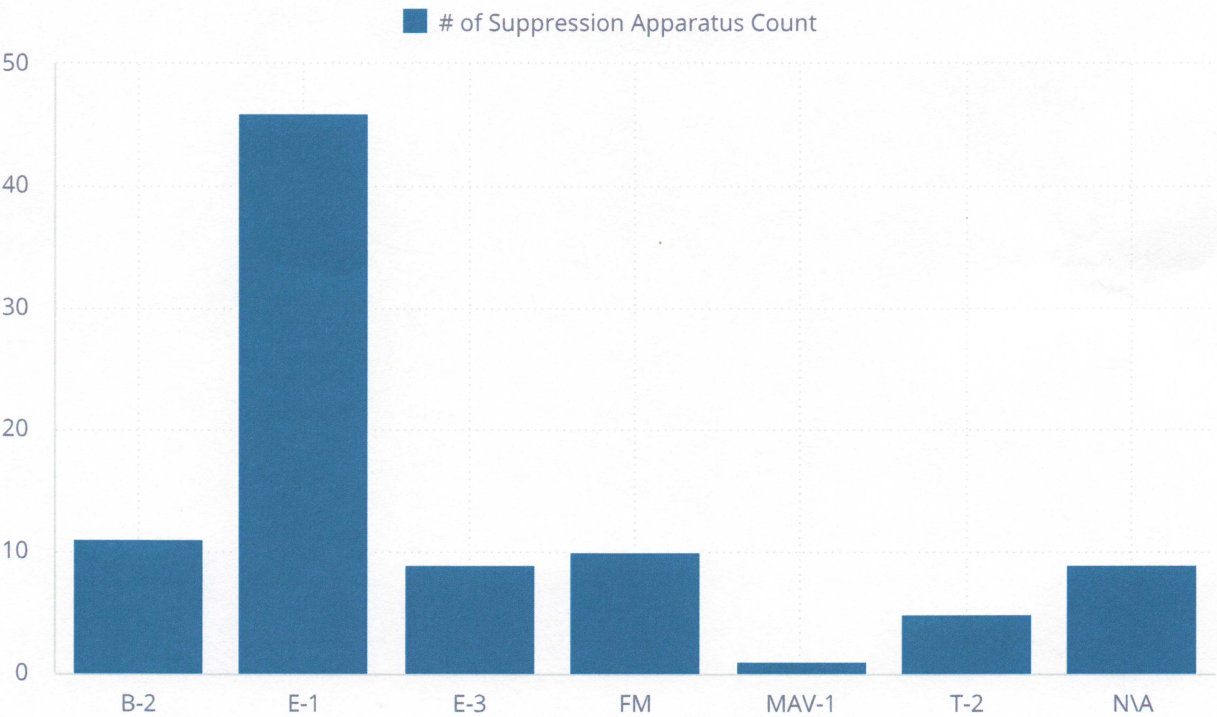
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Alarm system sounded due to malfunction	1
Animal problem, other	2
Animal rescue	1
Arcing, shorted electrical equipment	1
Brush or brush-and-grass mixture fire	1
Building fire	1
Dispatched & canceled en route	2
Emergency medical service incident, other	1
False alarm or false call, other	2
Gas leak (natural gas or LPG)	2
Grass fire	1
Medical assist, assist EMS crew	21
Motor vehicle accident with injuries	4
Motor vehicle accident with no injuries.	7
No incident found on arrival at dispatch address	1
Outside rubbish fire, other	1
Outside rubbish, trash or waste fire	1
Passenger vehicle fire	2
Power line down	2
Service Call, other	2
Smoke scare, odor of smoke	2
Special type of incident, other	1
Steam, vapor, fog or dust thought to be smoke	1
Trash or rubbish fire, contained	2
Unauthorized burning	3
Count of Incidents	66

1-25 of 26 Results

< 1 2 >

Rows per page 25

February 2025 - FIRE INCIDENTS

Total Incidents

Count of Incidents

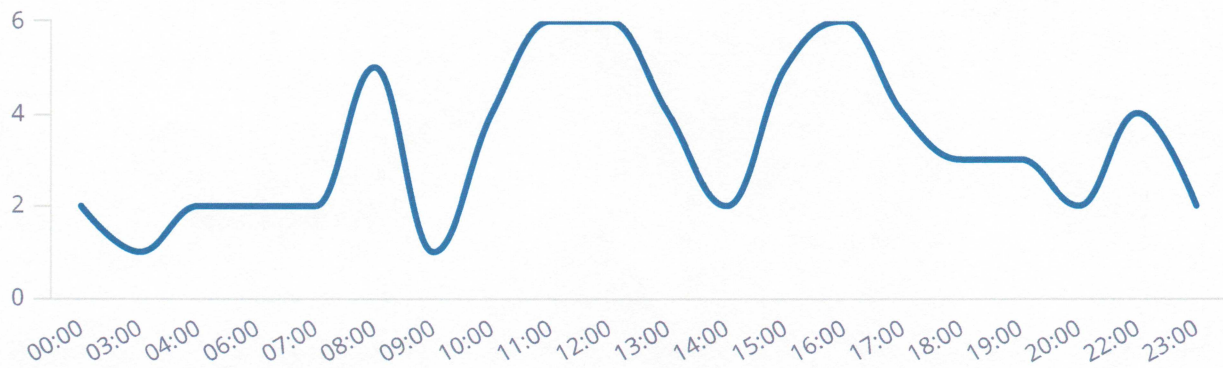
66

Average Time On Scene

Average Time On Scene

37m:07s

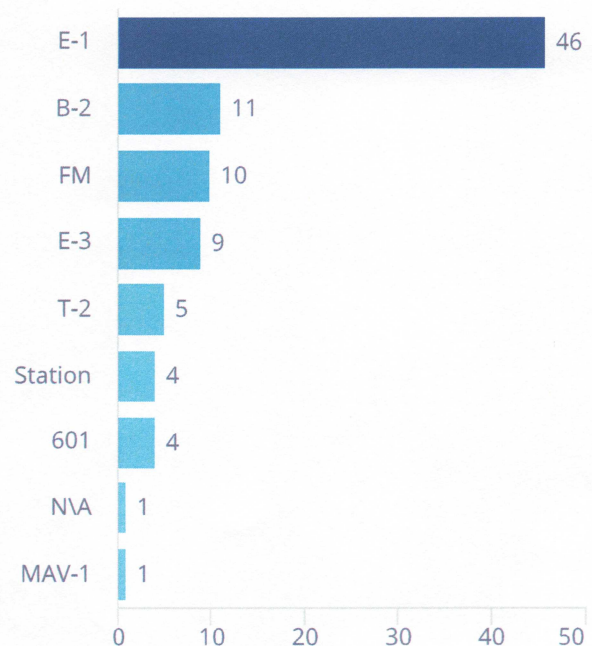
Call Volume over Time



Breakdown of Calls by Unit

Unit Name	Percentage of Calls	Average
601	6.06%	
B-2	16.67%	
E-1	69.70%	
E-3	13.64%	
FM	15.15%	
MAV-1	1.52%	
Station	6.06%	
T-2	7.58%	
N/A	1.52%	
Grand Total	100.00%	

Count of Calls by Unit



February 2025 EMS Incidents

Total Responses

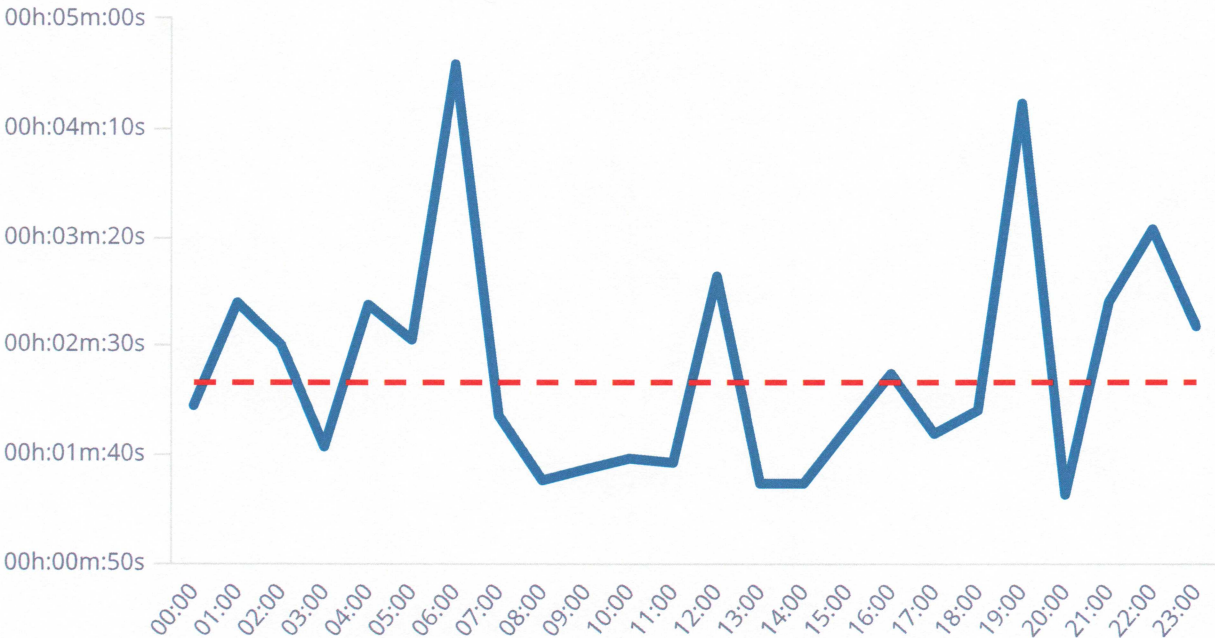
Total Responses
262

Average Chute Time

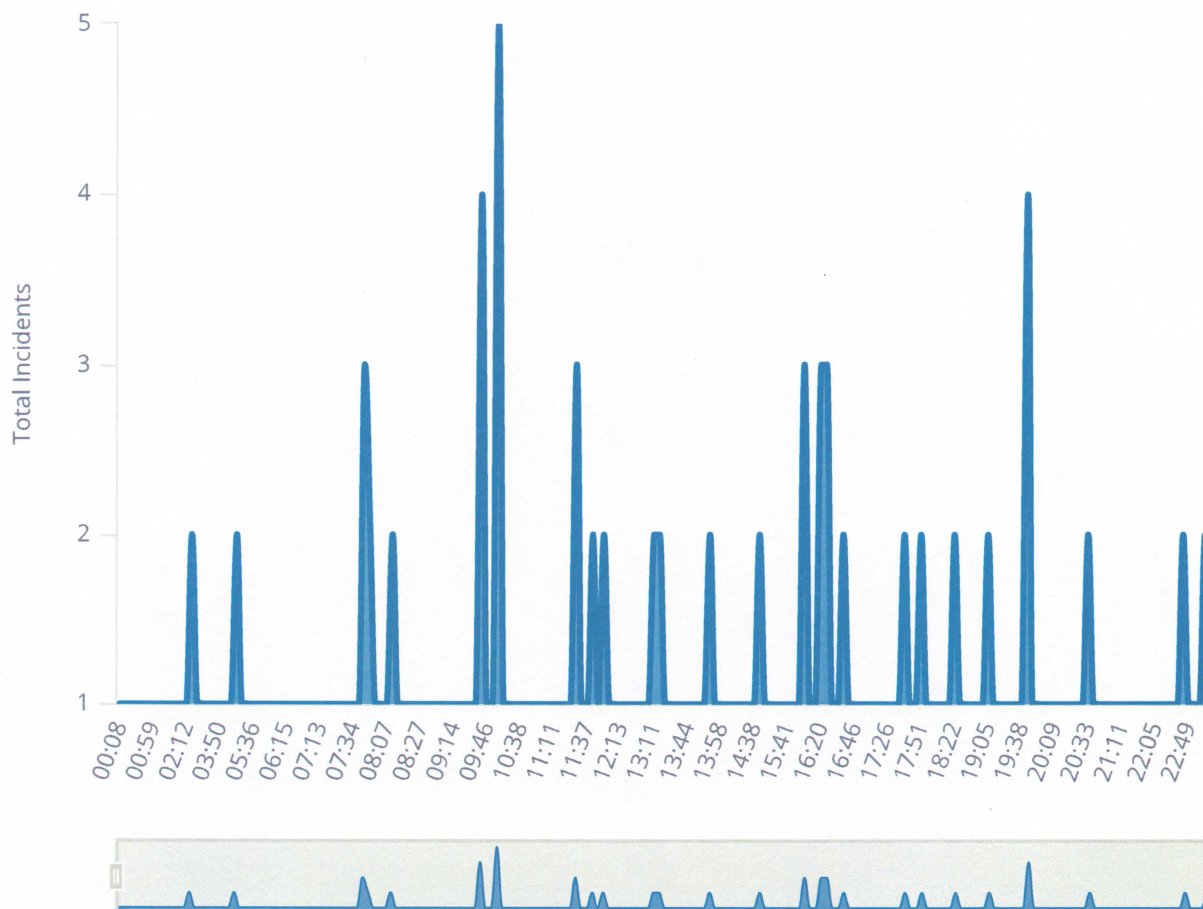
Average Chute Time
02m:13s

% Chute Time < 4min **92%**

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents
	02/2025
A Shift	112
B Shift	79
C Shift	71

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	02/2025	Grand Total
E-1	0.76%	0.76%
MED-1	44.27%	44.27%
MED-3	40.08%	40.08%
MED-4	14.89%	14.89%
Grand Total	100.00%	100.00%

**CITY SECRETARY'S OFFICE 2023
ANNUAL REPORT**

TYPE	JAN. 2023	FEB. 2023	MAR. 2023	APR. 2023	MAY. 2023	JUN. 2023	JUL. 2023	AUG. 2023	SEPT. 2023	OCT. 2023	NOV. 2023	DEC. 2023	YTD Total
CITY SECRETARY													
Agenda													
Reg./Special/Wkshp	1	2											3
Minutes													
Reg./Special	1	2											3
Ordinances	0	2											2
Resolutions	1	2											3
Contracts	2	0											2
Bids	0	0											0
PERMITS													
Sound/Dance	3	3											6
TABC	0	1											1
VITAL STATISTICS													
Filling w. State	6	6											12
Issuing Birth	29	40											69
Issuing Death	2	4											6
RISK MANAGEMEN'													
Vehicle Claims	3	2											5
Liability Claims	6	2											8
OPEN RECORDS													
Received	58	32											90
Responded	53	29											82
HUMAN RESOURCE													
New Hires	1	2											3
Resignations	5	1											6
Retirements	0	2											2
Workers Comp	3	1											4

Significant Comments:

City of Mercedes Parks Projects

Parks Project	Funding Source	Facility Location	Status	Cost
Urban County Lighting @ Dome	Urban County Grant	Mercedes Dome	95% Completed	148,000\$
Playground Mulch for all Parks	Parks Fund (Non Budgeted)	All Playgrounds	75% Complete	7,000\$
Baseball Field rennovation	Development Park Fees	Collier Park	Off-Season/ Summer	96,000\$
Replacement of playground	Possible Grant/2026 budget	HEB Park	Quotes Obtained	120,000\$
Trail Solar Lights	Possible Grant/2026 budget	HEB Park	Quotes Obtained	140,000\$
Trail Solar Lights	Possible Grant/2026 budget	Dome Park	Quotes Obtained	Pending
Basket Ball Court Re-Surface&Lights	Parks Budget/Park Fees	Dome Park	This Fiscal Year	18,000\$
Collier Field Lights Automation	Parks Budget	Collier Park	PO Issued	8,000\$
Construction of Mountiain Bike Trail	Parks Maint Budget	Dome Open Space	Working on Design	TBD
Update Master Plan for Dome	24/25 F/Y Budget	Dome	Preliminary Process	TBD
Trees along trails/open spaces (60)	Grant Texas Tress Found.	All Paks facilities	Awaiting trees	22,000\$
Disc Golf Course 9/18 Holes	24/25 F/Y Parks Budget	Possibly Dome	Working on Design	18,000\$
Baseball Field Light Repairs (30)	24/25 F/Y Budget	Collier Park	In process 75%	6,000\$



To: Alberto Perez, City Manager

From: Armando Villela, Parks Director

Date: 3/14/2025

Subject: Monthly Report Parks

This month our divisions continue to make strides to improving the overall productivity and efficiency of our efforts. We accomplished items from our list of priorities while continuing with our routine maintenance of our various Facilities and areas of responsibilities. Some of the goals accomplished this month are as follows but not limited to:

Mercedes Dome Improvements

- We replaced several valve boxes and covers throughout our City Parks that were a tripping hazard to our users. We also assessed and made repairs to our automated irrigation system including replacing the broken back flow preventer.



- We recently removed all the weeds and debris from the playground area, and replenished it with 40 c/y of kiddie cushion mulch. This serves a safety fall zone and puts us in compliance with the safety fall zone standards for Parks playgrounds. We also replenished an area with our exercise equipment components.



- We continue to spray the Dome trail routinely with round up to prevent vegetation growing through the asphalt. We also recently borrowed the Public Works sweeper to sweep the entire trail. This will now be part of our routine maintenance of all our Park Trails as we continue to update and improve our operations plan for all Parks facilities.



- The contractors working on the Urban County Grant lighting project at the Dome have also made progress. They have finalized the installation and connections of all the light poles and fixtures. They have also installed conduit and wiring on the pavilion for the installation of the security wall packs on the exterior of the structure. We are only pending the installation of the fixtures before we can conduct a final walk through of the project with the contractors and Urban County. We are on track to finalize this project by the middle of March, and will set the schedule for the lights according to our scheduled activities and Park operation hours.



Collier Park Improvements

- We updated and our City Commission passed the revised facility usage agreement for Pony Baseball at Collier Park. The City will now collect a fee from the league (**5\$ per registered player**) to recoup some of the cost of material invested into the fields for league operations. The hope is that we create a balance to use for reoccurring cost of materials.
- We also made several improvements to the fields such as weeding out and re establishing the infields, replacing home plates as needed, and locating and making repairs to irrigation system to water the outfields. We are also issuing a PO to replenish the athletic red infield dirt. Our fields have come along way in a few months.



- We recently also worked on the lighting at collier park and the electrical wiring. We've identified all the lamp outages on the baseball field lights. We have also located some burnt fuses on the poles. We have roughly 30 lamps that are currently out and roughly 15

fuses. We have since received the new lamps and fuses and have scheduled to have them installed. We also found and repaired some wires that were burnt out and had them repaired. We anticipate having all the lamps replaced prior to start of the Spring season.



- We also recently had AEP at Collier making repairs to the parking lot security lights, and the security lighting within the sports field areas. We have identified 6 AEP outages. They have repaired three outages and deemed that three fixtures are no longer operable. AEP has since returned and replaced the fixtures and retrofitted them to LED Security Lights. This is something that we will continue at all our Parks facilities and make part of our routine maintenance. We will also continue to work with AEP to identify and repair any outages throughout our City Parks.



Mountain Bike Trail Construction

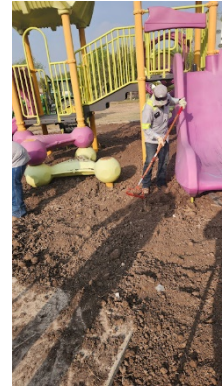
- We recently met to create a committee to lead the planning and construction of the first mountain bike trail in the City of Merced. This committee consists of Mr. Mario Salinas of the City of Merced EDC, Mr. Brian Bunton resident of Merced and former Merced Park advisory board member, Mr. David Hernandez mountain bike enthusiast and president of the Rio Grande Valley **V.O.R.B.A** (Valley Off Road Bike Association) and myself Armando Villela Parks Director. We have since identified some areas throughout the city where we can construct mountain bike trail, including a portion of property owned by Mr. Bunton that will also be available to all riders. This trail will be built with

mostly volunteer work, and some help from our Parks grounds staff. We are looking to construct areas for all riders ranging from beginner too advanced. Together with Mr. Hernandez I will be working on obtaining grant funding to possibly build the City's first bicycle Pump Track at one of our Mercedes Parks Facilities. Mr. Hernandez and I have already teamed up prior and were awarded a grant for 60,000 and completed construction on the first pump track in the Valley in the City of Harlingen. I strongly believe we will be able to accomplish the same here in Mercedes.



Goza, Las Flores Del Valle, Saladino, Hinojosa Park

- We are currently working on the playground areas at all our neighborhood parks. The majority of the engineered wood fiber for our playground surfacing had almost fully dissipated. We are backfilling the areas with roughly 5-6" of select fill dirt and leveling off the area. We have already purchased and received the engineered wood fiber for these playgrounds. Once the backfilling of the dirt is complete we plan to top it off with roughly 4" of Kiddie Cushion which will put us back in compliance with the National Recreation and Parks Association regulations of compliance. This also creates a safe play surface for the children of Mercedes.



HEB Park Water Leak

- We had two major water leaks at HEB Park near the playground areas. The irrigation district has a 60" concrete water line that runs east to west through the park, into the irrigation canal. This line runs under our old non-compliant playground. We currently have the removal of the playground on our schedule for the upcoming month. The irrigation district has completed the repairs to one of the leaks and are pending the repairs to the second. We will continue to work closely with the Irrigation District to complete the repairs.



