

MAYFIELD VILLAGE REQUISITION

PO # _____

REG. #: PD002067

VENDOR # - 0129

DEPT- PD

DATE- 12/19/22

VENDOR NAME: TAC MANAGEMENT CO.

BILLING ADDRESS 1 - _____

ADDRESS 2- _____

CITY, STATE, ZIP: _____

PHONE- _____

CONTACT- _____

TIN- _____

ITEM / SERVICE:

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	AMOUNT
		For Service Agreement for CAD for 2023		\$ 13,388.40

JUSTIFICATION OF NEED: For Service Agreement for CAD for 2023

ACCOUNT # 101-111-50350

AMOUNT: \$ 13,388.40

REQUESTED BY: Maura McKinley/mrm

DEPT. APPROVAL: 

MAYORS APPROVAL- _____

CLERK: _____ (Certification of Council Approval)

FINANCE DIRECTOR INITIAL: _____ NOTES- _____

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2023 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Mayfield Village Police Department.

Mayfield Village Police Department
620 Som Center Road
Mayfield Village, OH 44143

Effective: 1/1/2023

QTY	Description	ITEMS COVERED	Total
1	Police Records System	766.36	766.36
1	TAC MDT's System	339.59	339.59
1	TAC Paging	9.75	9.75
1	OH-1 Submission	306.85	306.85
1	MS Server/Network Support	157.50	157.50
1	HP Server Hardware Support	73.50	73.50
1	Watchguard Firewall	21.00	21.00
1	Cisco Network Switch	26.25	26.25
14	PCs (<i>Printer's are not included</i>)	15.75	220.50
Monthly Total			\$1,921.31
1	Emergency Report Interface	471.74	471.74
Annual Total			\$471.74

Please check desired billing frequency:

Monthly Quarterly Semi-Annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer:

By: Thomas W. Craven Date 11/22/2022 Name _____

Customer's P.O. # _____ By: Brenda T. Bodnar

TAX Exempt. # _____ Title: Mayor

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

- A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.
- B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of January 1, 2023 through December 31, 2023. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT and RESTRICTIONS

TAC represents and warrants it has all necessary licenses required for the system, and Municipality shall not nor allow other parties:

- Modify or merge any portion of System, in whole or in part, without prior written consent of TAC. Any modification or merged portion of System (whether or not authorized) shall be subject to license deemed a derivative work owned by TAC.
- Reverse assemble or reverse compile the System, in whole or in part. The municipality recognizes that the source code for the System comprises highly valuable trade secrets of TAC and TAC desires to prevent disclosure to any third party.
- Use, copy, sub-license, lend, lease or otherwise transfer or permit use of any of the System (or related documentation), or any copy, modification or merged portion, in whole or in part, except as expressly provided by written agreement.

HARDWARE/NETWORK SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall perform the following services on the equipment and at the places ("Premises") as described on the front side of this form.

- a. Remedial maintenance service required to restore the equipment to satisfactory working condition.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish required replacement parts to the customer at no additional cost. The following items are excluded from coverage: supplies, accessories, consumable, ribbons, laser toner/drums and components damaged by negligence or spilled liquids. If parts become unavailable TAC will provide equivalent parts or components. All old and or defective parts replaced during maintenance activities will become the property of TAC Computer Inc. Application software support is not included with a hardware service agreement.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

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