

# ***ComNet Solutions, LLC***



## **Professional Services**

### Proposal

*For*

### **City of Gahanna**

*presented by:*

Raymond Lewis

Client Support

614-588-0692

August 22, 2016

*This Professional Services proposal has been prepared exclusively for you as a prospective client. We recognize that you and your staff are qualified to evaluate the information contained herein. Therefore, we request that the information be held confidential.*



## Professional Services Support Plan

**Customer:** City of Gahanna  
200 South Hamilton Rd.  
Gahanna, Ohio 43230

**Proposal No:** 11401

**Effective Date:** December 15, 2016

**Term:** **A) Three (3) Year** Managed Services\_

**B) SWAS** [Software Assurance and Support]  
Three (3) Year

### Equipment & Applications Coverage:

52002827  
MiVoice Office Communications Server and  
Endpoints

**Terms and Conditions:** As outlined on Schedule 1: Maintenance Agreement and Schedule 2: Extended Warranties and Labor Rates

### Coverage Cost:

**A) Three (3) Year** \$21,131.00

**B) SWAS** [Software Assurance and Support]  
Three (3) Year included

City of Gahanna

ComNet Solutions, LLC

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Professional Services Agreement Schedule 1

Proposal # 11401

This Agreement is entered into by and between ComNet Solutions LLC and the customer whose name and address are set forth on the system Professional Services Support Plan. ComNet Solutions, LLC agrees to provide maintenance services to the customer in accordance with the Terms and Conditions below for the equipment identified on the Maintenance Support Plan.

### Terms and Conditions

- 1) **TERM AND RENEWAL:** The terms of the Agreement shall be for the Term selected on the Professional Services Support Plan Proposal.
- 2) **MAINTENANCE FEE:** Customer agrees to pay the non-refundable term support fee for the Coverage Option selected plus applicable taxes, payable upon the execution date of this Agreement.
- 3) **MAINTENANCE SERVICES:** ComNet Solutions LLC shall perform all maintenance service and repair and furnish all labor, materials and replacement parts to maintain the equipment in good working condition, provided however, that unless the coverage selected by the customer specially provides otherwise or as provided in section 5 below. Replacement parts may include reconditioned parts. Maintenance parts will be furnished on an exchange basis, and the parts that are replaced become the property of ComNet Solutions LLC. Manufacture software support fees are included. Maintenance services are the responsibility of ComNet Solutions.
- 4) **MAINTENANCE RESPONSE:** ComNet Solutions, LLC shall respond to Emergency requests and Standard repair requests 8:00 AM to 5:00 PM Monday through Friday except Holidays unless specified otherwise on the Maintenance Support Plan Schedule. Response to requests within the specified hours will be two (2) hour for emergency requests and same / next day response for standard service. Support outside these coverage hours will be billed at ComNet Solutions, LLC then current rates.
- 5) **EQUIPMENT ACCESS:** In the performance of all services set forth herein, ComNet Solutions LLC shall have and Customer hereby grants full and unrestricted access to the premises on which the Equipment is located. ComNet Solutions LLC responsibility is limited to the Customers side of the point of connection between Customers Equipment and the service provider
- 6) **EXCLUDED SERVICE:** Maintenance provided under this Agreement does not include repairs or service required as a result of (a) neglect, theft, misuse or accidental damage of the Equipment; (b) "Acts of God" or other external causes as electrical surges, fire, etc.; (c) alterations or modifications to the Equipment performed by other than ComNet Solutions LLC; (d) the failure of the Customer to provide and maintain a suitable environment for Equipment; (e) as may be specifically excluded on the Maintenance Support Plan document..
- 7) **TAXES:** In addition to the charges due under this Agreement Customer agrees to pay amounts equal to any taxes resulting from the Agreement.
- 8) **ADDITIONAL EQUIPMENT:** If Equipment is added to the system a new billing rate will be computed for the cost of servicing the new Equipment.
- 9) **NON AUTHORIZED SERVICE:** If persons other than those authorized by ComNet Solutions LLC perform maintenance or repair or the Equipment is moved or relocated from the original location Customer forfeits services under this Agreement. ComNet Solutions LLC shall have no further obligation under this Agreement.
- 10) **LIMITATION OF LIABILITY:** IN THE PERFORMANCE OF THIS AGREEMENT, COMNET SOLUTIONS LLC SHALL BE LIABLE ONLY FOR THE EXPENSE OF PROVIDING ROUTINE REPAIR, REPLACEMENT PARTS AND MAINTENANCE SERVICE, FURTHER, NO LIABILITY WILL ARISE IF THE PERFORMANCE OF SUCH SERVICE IS PREVENTED BY DECLARED GOVERNMENT EMERGENCIES, CIVIL DISTURBANCES, STRIKES OR OTHER CAUSES BEYOND COMNET SOLUTIONS LLC'S CONTROL. CUSTOMER AGREES THAT COMNET SOLUTIONS LLC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OR OTHER PROPERTY, INJURY OR DEATH OF CUSTOMERS EMPLOYEES OR CUSTOMERS ARISING IN CONNECTION WITH THE MAINTENANCE SERVICES PROVIDED BY COMNET SOLUTIONS LLC UNDER THIS AGREEMENT UNLESS SUCH LOSS, DAMAGE, INJURY OR DEATH RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMNET SOLUTIONS LLC. WHILE COMNET SOLUTIONS LLC TAKES RESPONSIBILITY FOR PROVIDING SATISFACTORY MAINTENANCE SERVICES WITH ACCORDANCE WITH THE PLAN SELECTED BY CUSTOMER, IT MAKES NO CLAIM THAT IS CAN MAINTAIN THIS EQUIPMENT IN A MANNER TO PREVENT FRAUDULENT INTRUSIONS INCLUDING BUT NOT LIMITED TO TOLL FRAUD, AND THE UNAUTHORIZED USE OF VOICE PROCESSORS AND VOICE MAIL SYSTEMS, THEREFORE, NO EXPRESS OR IMPLIED WARRANTY IS MADE AGAINST ANY SUCH FRAUDULENT USES THAT MAY BE MADE OF THE EQUIPMENT
- 11) **GENERAL:** This Agreement may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. Customer affirms that (a) Customer is the owner of the equipment specified under this Agreement or (b) if not the owner, that the Customer has the authority from the owner to execute this Agreement as the agent of the owner.

\_\_\_\_\_  
customer initial



**Extended Warranties and Labor Rates**  
**Schedule 2**  
Proposal # 11401

**Definitions:**

1. Managed Services Coverage. Covers all parts, labor and manufacture software) for repair. Coverage time is 24/7. Includes carrier / telco repair coordination. Does not cover misuse or "Acts of God".
2. Managed Services Coverage includes basic remote database changes
3. SWAS (Software Assurance and Support) is the yearly manufacture fee for providing applicable software updates and manufacture support for issues arising from software performance.

**Rates:**

1. Standard rates: Monday – Friday (excluding Holidays) 8AM – 5PM  
Toshiba \$ 120.00 / hour  
Mitel \$ 120.00 / hour
2. Overtime rates are 1.5x the standard rate
3. There is a minimum 1 hour charge per "on-site" charge / add ticket. There is no "trip" or administrative charge.
4. Remote Administration change orders are billed in quarter hour increments.

**Miscellaneous:**

1. Warranty / Maintenance Agreement DOES NOT cover moves, adds or changes
2. Headsets, batteries, battery back-up and network connection (data) devices not provided by ComNet are not included
3. Additions to the system are subject to a co-terminus maintenance charge
4. Customer responsible for internal data network and data cable
5. Customer responsible for voice and data network (internet) connections and any changes relative to these services inclusive of ordering and cancelling of services and their related charges
6. Customer is responsible for informing and coordinating all third party vendors whose products & services are related to the communications equipment

\_\_\_\_\_  
Customer initial