

**RESOLUTION APPROVING CONTRACT WITH MEGA-BYTE COMPUTER SERVICES LLC FOR VIDEO  
CONFERENCING IN THE ASHTABULA COUNTY LAW LIBRARY**

WHEREAS, Shara Parkomaki, Ashtabula County Law Librarian, has presented a contract for the approval of the Board, to-wit:

**Scope:** installation of Video Conferencing Enablement in the Law Library

**Provider:** Mega-Byte Computer Services, LLC,

**Cost:** **Not to Exceed \$7,798,80**

**Term:** 90 days from receipt of executed quote, scope of work and requisite funding; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract as noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-235**

**April 18, 2023**

**RESOLUTION APPROVING CONTRACT WITH MEGA-BYTE COMPUTER SERVICES LLC FOR VIDEO CONFERENCING IN THE ASHTABULA COUNTY LAW LIBRARY**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

**Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV**

**Aye  
Absent  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



# Mega-Byte Computer Services, LLC

6440 Gibbs Road, Andover, OH 44003

888-755-0934

440-210-7199

sales@1024k.com

To: Shara Parkomaki  
From: Daniel Creed  
Date: Monday, April 10, 2023  
Re: QUOTE MEGQ3927-01

Ashtabula County Law Library  
25 W Jefferson Street  
Jefferson, OH 44047  
United States

Phone (440) 576-3690

Email SHParkomaki@ashtabulacounty.us

Qty	Description	Unit Price	Ext. Price
<b>Video Conferencing Enablement</b>			
1	75-Inch Display - 120Hz Refresh Rate	\$1,729.32	\$1,729.32
1	Yealink BYOD - Meeting Kit - video conferencing kit - 1x 4K, 12x optical USB PTZ camera - 1x remote control - 1x M Speaker II soundbar - 2x microphone	\$1,998.67	\$1,998.67
1	Surge Protector Power Strip8 Widely Outlets with 4 USB Ports(1 USB C Port), 3 Side Outlet Extender with 6 Feet Extension Cord	\$22.94	\$22.94
2	10Gbps Snagless Cat 6 Ethernet Cable 25 ft	\$13.49	\$26.98
1	8 Port Gigabit PoE Switch	\$93.32	\$93.32
1	Lenovo ThinkCentre M70q Desktop Computer - Intel Core i5 10th Gen i5-10400T Hexa-core (6 Core) 2 GHz - 8 GB RAM DDR4 SDRAM - 256 GB NVMe M.2 PCI Express PCI Express NVMe SSD - Tiny - Black - Intel H470 Chipset Chip - Windows 11 64-bit - Intel UHD Graphics 630 DDR4 SDRAM - English Keyboard - IEEE 802.11ax - 65 W	\$866.03	\$866.03
1	Tripp Lite USB 3.0 SuperSpeed Active Repeater Cable (AB M/M) 25-ft. (U328-025), Black	\$42.24	\$42.24
1	4K HDMI Cable 10 ft	\$12.14	\$12.14
1	Logitech Touch Keyboard	\$40.49	\$40.49
1	Professional Services	\$3,400.00	\$3,400.00
	SubTotal		\$8,232.13

**Note: The video conferencing option will require licensing for O365, a Zoom user license, and a Zoom room subscription (\$50/month). Mega-Byte will not provide this licensing as part of this solution.**

Please contact me if I can be of further assistance.

<b>SubTotal</b>	\$8,232.13
<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$8,232.13</b>
Monthly Recurring:	\$0.00
Annual Recurring:	\$0.00

**DO NOT PAY FROM THIS DOCUMENT  
THIS IS NOT AN INVOICE**

This quote is valid until 4/14/2023

## Scope of Work

This Scope of Work (Scope) is between Mega-Byte Computer Services, LLC "Mega-Byte" located at 6440 Gibbs Road, Andover Ohio 44003 and Ashtabula County Law Library "Customer, you, your" located at 25 W Jefferson Street, Jefferson, OH 44047 for the engagement referenced as Quote #MEGQ3927.

This Scope is intended to outline the services that will be necessary to complete the project referenced in quote #MEGQ3927. It is Mega Byte's intention is to be as complete and accurate as possible, however, occasionally and unintentionally some components may be omitted. In the event of an unintentional omission or change in product, the parts and labor associated with this change will be the responsibility of the Customer.

Engagement with Mega-Byte as described in this Scope and the related quote does not guarantee that the final work product desired is possible.

### **PROFESSIONAL SERVICES**

**Mega-Byte will provide the following services as part of the quote. Please review the following tasks as any unspecified services provided, not detailed here, may incur additional charges as detailed in section(s) HOURS, RATES;**

#### **Video Conferencing Enablement**

- Project management
- Travel allowance
- Image and prepare PC
  - Create local login
  - Install Office 365 (Customer supplied licensing)
  - Install Zoom (Customer supplied licensing)
- Load equipment for delivery
- Deliver all equipment to customer location
- Mount TV
- Mount soundbar and Camera on TV wall
- Install PC
  - Mount PC on wall or place on customer supplied table
  - Install Logitech Touch Keyboard
  - Connect PC to TV
- Mount Microphones to drop ceiling

**DISCLAIMER: Microphones are intended to sit on a table and might not have the desired results by being mounted on the ceiling.**

- Configure video conferencing solution
- Test
- Perform end-user training (Up to 1 hour)
- Develop documentation for customer consumption
- Clean up work area

### **HOURS**

Services performed on a time basis or not included in this engagement will be billed at the included 'Rates' in effect during the following 'Hours': Standard: Monday through Friday 8:00am to 5:00pm, Extended: Business Hours: Monday - Friday, 5:00 P.M. - 9:00 P.M., Saturday, 8:00 A.M. - 5:00 P.M. Premium: Business Hours: Monday - Friday, 9:00 P.M. - 8:00 A.M., Saturday, 5:00 P.M. - Monday, 8:00 A.M. Holiday: Holiday Business Hours: All Mega-Byte observed holidays.

### **RATES**

Mega-Byte's professional service rates applicable for this quote are broken down into the following work roles; Basic Repair & Help Desk \$95, Networking (Basic) \$125, Server (Domain Based) \$175, Enterprise Networking \$225, Travel (Round Trip) \$95

- Rates shown are per hour for work conducted during Mega-Bytes Standard business hours

- Unless detailed in this quote, work required during Mega-Byte's;
  - Extended business hours will be billed at 1.5 times the Standard hourly rate.
  - Premium business hours will be billed at 2.0 times the Standard hourly rate.
  - Holiday business hours will be billed at 3.0 times the Standard hourly rate.

### **REQUIREMENTS & ASSUMPTIONS**

The following assumptions have been made for this project. Invalidation of any assumptions may result in Scope changes and additional charges.

- Unless otherwise specified, all work will be completed during Mega-Bytes standard hours as defined under section HOURS. Work required by the Customer to be completed outside Mega-Byte's standard hours will incur addition charges as specified under section RATES.
- Unless otherwise specified, the Customers existing cables will be re-used. Any required cables, adaptors, or connectors will be invoiced separately.
- Hardware or software problems discovered during installation are considered to be outside the scope of this project and will be discussed with the Customer and remediated separately and billed as time and materials.
- Customer has all software CDs and necessary licensing at the time of installation.
- Customer has vendor and a County IT representative support available during installation.
- Any charges or fees for vendor support are the sole responsibility of the Customer.
- Customer and County IT representative will be available as needed to answer questions, test, and verify operation.
- Mega-Byte will have premises access when required, or will be provided with alarm codes and keys.
- Unless otherwise stated, work completed on non-customer owned equipment will be billed separately.
- Mega-Byte makes no warranties of any kind with respect to this Scope. All equipment manufacturer warranty information will be provided to the Customer.
- The Services and all materials and equipment incorporated into this Scope will conform in all respects to the Plans and Specifications incorporated into this Scope.

### **PAYMENT TERMS & BILLING**

- Hardware and software must be paid in full at the onset of this engagement.
- Mega-Byte offers a pre-payment discount on the labor portion of the engagement if paid in full at the onset of this engagement; 5% if paid with cash or check, or 2% if paid with credit card.
- All time related to this engagement is billable; which includes, but is not limited to, email communications, scoping, research, phone calls, and training.
- Time records are billed in 1/10<sup>th</sup> of an hour (6 minute) increments.
- Mega-Byte will issue a 'Down Payment' invoice at the onset of the engagement. Project products and services will be deducted from the available balance until the completion of the project or the funds are depleted.
- Service fees not covered with the down payment or detailed in this quote will be billed on a time basis using Mega-Byte's current hourly rates as defined in 'Rates'.
- Any issues requiring a change order, amendment, or additional labor will be discussed with Customer at the time the change arises. The compensation for the videoconferencing enablement services shall be \$7,798.80. Any modifications discovered during installation that exceed 5% of the stated price must be signed by the Customer and Mega-Byte before proceeding.
- Throughout this engagement, Mega-Byte may issue a monthly progress invoice for any charges incurred to date. In the event Mega-Byte is discharged prior to completion of the project, the County shall be responsible for payment of services based on the percentage of the project completed. Mega-Byte shall not be responsible to the County for any additional costs incurred to complete the project.
- Freight, handling, or miscellaneous charges not reflected here will be added to the invoice.

### **EXCLUSIONS**

Unless detailed in this quote, the following exclusions have been defined for the Scope of this project and will be billed separately.

- Excluded professional services may incur additional charges as detailed in section(s) HOURS, RATES.
- Required wiring or electrical modifications. The customer must run Cat 6 or required power to the necessary location for the equipment in this proposal. The Customer is required to ensure necessary network wiring and power are available on the project site.
- Any furniture required (tables, stands, or additional mounts) and associated professional services are not included.

### **CHANGES AND AMENDMENTS**

(Rev.9-18-2021 1:41p)

Mega-Byte supplies this Scope document for the mutual benefit of both the Customer, and Mega-Byte. The Scope document is intended to be reviewed, and thoroughly read and understood before either Party signs in acceptance. It should be understood that services not explicitly listed under the PROFESSIONAL SERVICES section are considered out of Scope and will be billed separately. Tasks requested by the Customer in association with the project defined in the Scope that are not agreed upon at the time of acceptance may result in additional charges as defined by section(s) HOURS, RATES at Mega-Byte's sole discretion. No work will be performed on out of Scope tasks without the express, written consent of the Customer.

Upon identifying an out of Scope task, a Mega-Byte project manager will notify the assigned Customer liaison of the need to complete a change order. Mega-Byte's change order will detail the need for change, required parts, estimated labor, and a timeline impact analysis.

All changes or amendments to the Scope will be in writing, signed by the Customer and Mega-Byte, unless the change or amendment is less than 5% of the total project cost.

#### **IMPLEMENTATION TIMEFRAME**

The project timeline will commence when Mega-Byte receives an executed quote, Scope of Work, and requisite funding. Once these items are received, we estimate a completion timeframe of 90 calendar days to complete the tasks outlined in 'Professional Services'.

Mega-Byte has provided the above timeframe as an estimate only and cannot guarantee this completion date. We will make every effort to complete this project within the timeframe established, however many factors can influence the completion date and result in modification of the implementation timeframe.

On-time completion of this project is dependent on the availability of hardware materials and Customer providing an amicable time during Mega-Byte's normal business hours as defined in the section titled Hours to install required equipment.

#### **LIMITATION OF LIABILITY**

Neither the Customer nor Mega-Byte will be liable to the other for any indirect, incidental or consequential damages of any type, including but not limited to any direct or indirect consequential, incidental, Scope, or special damages or loss, lost profits or lost data, arising out of or in connection with (a) the agreement or the services, (b) the results or operation of any system resulting from implementation of any recommended plan or design or (c) the loss of use of the software, hardware or any other software or data, including the inability to achieve a particular result, even if either Party has been advised of the possibility of the damage and even if one of the Parties asserts or establishes a failure of essential purpose of any limited remedy provided in the Agreement or Scope. Under no circumstances will Mega-Byte be liable to the Customer nor will the County be liable to Mega-Byte for any amount in excess of the services fee under the applicable Scope of Work. This limitation of liability applies to all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise.

Notwithstanding anything to the contrary herein, Customer agrees to defend, indemnify and hold harmless Mega-Byte, its employees, agents, members, officers, representatives, subsidiaries, affiliates, insurers and reinsurers, successors and assigns whether individually, jointly and/or severally from all claims and expenses arising out of or in any way related to this Agreement or the services provided by Mega-Byte hereunder, up to the amount of the contract price. The defense and indemnity obligation set forth herein will apply up to the limit of the contract price regardless of whether a claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence, whether active or passive, or misconduct of, or breach of this Agreement by Mega-Byte, its personnel, employees or agents. The expenses contemplated herein include, but are not limited to, the payment of any sums that may be due and owing with respect to said claims, attorney fees, expert witness fees, and any and all other costs and expenses that may arise from any and all claims, demands, loss, actions, causes of action, rights, damages, litigation, expenses and/or compensation of every type and nature brought by any person, corporation or entity, asserting any claim whatsoever directly or indirectly against Mega-Byte, its employees, agents, members, officers, representatives, subsidiaries, affiliates, insurers and reinsurers, successors and assigns relating to, or arising out of, resulting from or any way connected with this Agreement or the services provided by Mega-Byte herein.

Mega-Byte carries sufficient professional and general liability coverage with limits in excess of potential damages due under this agreement.

Within thirty days of the project completion, any issues with installation or function of the Videoconferencing Enablement shall be brought to Mega-Byte's attention and Mega-Byte shall have the opportunity within ten business days to diagnose and if appropriate remedy the issue. Payment of the invoices due under this agreement by the County shall constitute a waiver of all claims by the County.

#### **RETURNS**

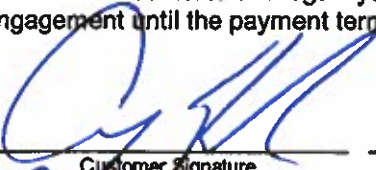

Mega-Byte is unable to offer product returns on any hardware or software purchases. Please be sure to review all items before executing this Scope of Work.

#### **MISCELLANEOUS**

- All company and/or product names mentioned herein are trademarks and/or registered trademarks of their respective companies.
- Typographic errors are subject to correction
- Mega-Byte reserves the right to substitute discontinued or out of stock product with equivalent or better products at its discretion.
- Mega-Byte may, at its discretion, limit free telephone technical support.
- All warranties will be handled by their respective manufacturers. Mega-Byte is providing no warranties or guarantees as to any component or service associated with this project. Mega-Byte makes every effort to source all hardware and components from reputable IT companies, but provides no warranties of merchantability, fitness for a particular purpose, or that the materials are free from defects, including workmanship or materials. Mega-Byte staffs each projects with IT professionals that are trained, qualified, and capable of providing the service described in the project.
- Customer is responsible and will invoiced separately for travel (mileage) and engagement related out of pocket expenses. Car mileage (excluding car rentals) will be invoiced at the current IRS standard mileage rate.
- The Courts of Ashtabula County shall have exclusive jurisdiction over any disputes arising under this Scope and the laws of the State of Ohio will govern this Agreement and its interpretation.
- Vendor agrees that in the hiring of employees, contractors, and subcontractors, that it does not and will not discriminate on the basis of any protected status and that there shall be deducted from the amount payable to Mega-Byte a forfeiture of twenty-five dollars \$25.00 as required by the O.R.C. Section 153.60 for each person discriminated against in violation of this Agreement.
- Vendor agrees to pay all taxes due and payable for the performance of this Agreement.

**ACCEPTANCE**

I accept the above Scope of Work #MEGQ3927 and approve the commencement of the project for the estimated costs contained herein. Mega-Byte does not order product, allocate resources, or schedule work related to this engagement until the payment terms have been met.

 _____	<u>4-18-23</u> _____	<u>Daniel Creed</u> _____	<u>4/11/2023</u> _____
Customer Signature	Date	Mega-Byte Signature	Date
 _____		<u>Daniel Creed</u> _____	
Print Full Name		Print Full Name	
<u>Commissioner</u> _____		<u>VP, Sales &amp; Marketing</u> _____	
Title		Title	

\_\_\_\_\_  
PO # (If Required)

**SIGN-OFF**

I confirm that I have received all project deliverables from Mega-Byte Computer Services, LLC, and that all deliverables have been demonstrated, delivered or otherwise completed to my satisfaction for MEGQ3927. I release Mega-Byte Computer Services, LLC, from any further obligation or duty concerning this project.

_____	_____	_____	_____
Customer Signature	Date	Mega-Byte Signature	Date
_____		_____	
Print Full Name		Print Full Name	
_____		_____	
Title		Title	

**Signature Page**

Agreement Title: Mega-Byte Contract

Approved as to Legal Form Only:

By: \_\_\_\_\_

  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: \_\_\_\_\_, 2023



**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of 2095.210.100-705.0002 not to exceed \$\$3,000.00 and free from any previous encumbrances.

Agreement Title: Mega-Byte Computer Services, LLC



**David Thomas, Ashtabula County Auditor**

Date: 3/20/23