

**AMENDMENT TO CONTRACT  
CE-1000256**

**by and between**

**CUYAHOGA COUNTY, OHIO**

**and**

**SERVICE EXPRESS, INC.**

THIS AGREEMENT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Cuyahoga County, Ohio ("the County"), on behalf of the Information Services Center and Service Express, Inc., ("Service Express"), with offices located at an Michigan corporation, having principal place of business at 3854 Broadmoor Ave., SE, Grand Rapids, MI 49512.

WHEREAS, The undersigned parties have previously entered into an agreement known as Contract No. CE – 1000256, for the time period of 2/1/10 – 1/31/13, to provide Countywide maintenance of Sun Microsystems Servers, under the State of Ohio MMA #7292; and

WHEREAS, the County has the need to amend the original contract to include maintenance of Sun Products, at the Department of Children and Family Services, as listed on Schedule A, effective 11/1/11; and

WHEREAS, this Amendment will cause an increase in the "not to exceed price" of the original Contract, in the amount of Nine Thousand Eight Hundred Forty Dollars and Zero Cents **(\$9,840.00)**. The current "not to exceed price shall be, Two Hundred Forty Seven Thousand, Eighty Dollars and Zero Cents. **(\$247,080.00)**

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Service Express and the County agree as follows:

**ARTICLE I – AGREEMENT AND TERM**

**1.1 Scope of Agreement.** During the term of this Contract, Service Express shall continue to provide the County with maintenance service and system support of Sun Microsystems Server Products Countywide and to uplift service to include coverage at CFS as outlined in the attached Service Express quote attached hereto as Schedule A which increases the County's obligation under the current contract in the amount of Nine Thousand Eight Hundred Forty Dollars and Zero Cents **(\$9,840.00)**.

**1.2 Term.** This Contract Amendment shall be effective November 1, 2011; and, unless earlier

terminated in accordance with the provisions of the Contract or subsequently amended, shall continue in effect for the remaining period delineated in Contract CE-1000256 which is January 31, 2013.

## ARTICLE II – ADDITIONAL MAINTENANCE SERVICE

2.1 At the request of the County, and with the consent of Service Express may also provide technical, operational or other assistance on consulting to the County in excess of the scope of service included as Additional Maintenance Services would require an amendment to this contract.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT, WHICH ARE NOT EXPRESSLY MODIFIED HERIN, SHALL REMAIN IN FULL FORCE AND EFFECT INCLUDING ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT ARE REFERENCED HEREIN AS EXHIBITS OF THE AFOREMENTIONED CONTRCT AND REMAIN AS IF ORIGINALLY REWRITTEN HEREIN.**

This Contract Amendment shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, the County and Service Express have each caused this Contract Amendment to be signed and delivered by its duly authorized representative as of the date first written.

Service Express, Inc.

BY: \_\_\_\_\_



Cuyahoga County, Ohio

Edward FitzGerald, County Executive

A handwritten signature in black ink, appearing to read "Ed FitzGerald/ok".

2012-07-18 09:45:50

BY: \_\_\_\_\_

Edward FitzGerald, Chief Executive



## Schedule A

Service Express Inc  
3854 Broadmoor Ave. SE  
Grand Rapids MI 49512  
Phone: 800-940-5585  
Billing/Contract Fax: (616) 971-0754

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### Agreement Information

**Name :** Cuyahoga County Children and Family Services  
**Agreement :** 8311  
**Sales Person :** Charles Rush  
**Duration:** 15 Months  
**Commencement:** 11/1/2011  
**Expiration:** 1/31/2013

### Contact Information

**Name :** Bhaswati Bandyatabhyay  
**Address :** 3955 Euclid Ave.  
Cleveland OH 44115  
**Phone :** (216) 881-4771  
**Email:** bandyb@odjff.stateoh.us

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### Billing Information

**Invoice :** Annual  
**Terms :** Net 30

### Billing Contact Information

**Name :** Dottie Sievers  
**Address :** 1255 Euclid Ave.  
Cleveland OH 44115  
**Phone :** 216) 443-8144  
**Email:** dsievers@cuyahogacounty.us

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# Schedule A

Service Express Inc  
3854 Broadmoor Ave. SE  
Grand Rapids MI 49512  
Phone: 800-940-5585  
Billing/Contract Fax: (616) 971-0754

Location: Main			Contact: Tom Basco	City: Cleveland OH 44115						
Item	Part Number	Description	Part Number	Qty	Unit Price	Est Date	Est Time	Response	Price	
1	SUN RACK	SUN 900 SYSTEM RACK	0128SCF-07MBB00 80	1	11/1/2011	7	12A-12A	4 HOUR	\$11.00	
2	ULTRA25	SUN ULTRA25 WORKSTATION	CH0B-B0634086	1	11/1/2011	7	12A-12A	4 HOUR	\$18.00	
3	BR-200E-0001	BROCADE 200E 8/16-PORT FC-4GB SAN SWITCH	0708F50131	1	11/1/2011	7	12A-12A	4 HOUR	\$25.00	
4	BR-200E-0001	BROCADE 200E 8/16-PORT FC-4GB SAN SWITCH		1	11/1/2011	7	12A-12A	4 HOUR	\$25.00	
5	SUNFIRE T2000 ROHS	SUN SUNFIRE T2000 ROHS	0708NNN027	1	11/1/2011	7	12A-12A	4 HOUR	\$62.00	
6	SUNFIRE T2000 ROHS	SUN SUNFIRE T2000 ROHS	0710NNN17B	1	11/1/2011	7	12A-12A	4 HOUR	\$52.00	
7	SUNFIRE X4200	SUN SUNFIRE X4200	0711AN0642	1	11/1/2011	7	12A-12A	4 HOUR	\$62.00	
8	SUNFIRE X4200	SUN SUNFIRE X4200	0711AN0662	1	11/1/2011	7	12A-12A	4 HOUR	\$62.00	
9	SUNFIRE T2000 ROHS	SUN SUNFIRE T2000 ROHS	0711NNN02T	1	11/1/2011	7	12A-12A	4 HOUR	\$52.00	
10	SUNFIRE T2000 ROHS	SUN SUNFIRE T2000 ROHS	0711NNN0CY	1	11/1/2011	7	12A-12A	4 HOUR	\$52.00	
11	STK6140	SUN STOREDGETEK 6140 DISK ARRAY		1	11/1/2011	7	12A-12A	4 HOUR	\$45.00	
12	BR-200E-0001	BROCADE 200E 8/16-PORT FC-4GB SAN SWITCH		2	11/1/2011	7	12A-12A	4 HOUR	\$90.00	

**Main Total: \$556.00**

Location: Solaris Phone support only			Contact: Tom Basco			City: Cleveland OH 44115			
Item	Part Number	Description	Part Number	Qty	Unit Price	Est Date	Est Time	Response	Price
1	SSOL-TIER1-1PR-PH	SUN SOLARIS 1-2 SOCKET 24X7 SOFTWARE SUPPORT		4	11/1/2011	7	12A-12A	4 HOUR	\$80.00
2	SSOL-TIER1-1PR-PH	SUN SOLARIS 1-2 SOCKET 24X7 SOFTWARE SUPPORT		1	11/1/2011	7	12A-12A	4 HOUR	\$20.00

**Solaris Phone support only Total: \$100.00**



## Schedule A

Service Express Inc  
3854 Broadmoor Ave. SE  
Grand Rapids MI 49512  
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**Notes:**

Total charges for 15 months 11/1/2011 - 1/31/2013 is \$9,840.00.

**Monthly Charge: \$656.00**

Solaris is phone support only no patch access

**11/01/2011 - 01/31/2013 \$9,840.00**

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Authorized Representative

Date

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Authorized Representative

Date

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Printed Authorized Representative: Cuyahoga County Children and Family Services

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Printed Authorized Representative: Service Express, Inc

Customer acknowledges they have read and understand the terms and conditions stated on the last page of the contract.  
\*\* All prices include continuous repair efforts and preventative maintenance on all equipment.

**For Service Call: 1-800-940-5585**



## Terms and Conditions

### 1. TERMS

This Agreement shall be effective from the commencement date stated on the face of this Agreement and shall continue for an initial term of thirty-six (36) months unless otherwise stated on face hereof. This Agreement may be terminated by either party upon thirty (30) days prior written notice, without penalty.

### 2. EQUIPMENT ADDITIONS OR DELETIONS

Equipment may be added or deleted from this Agreement upon mutual agreement of the parties. Charges for equipment added to this Agreement will be at the then current monthly rate. Charges for Equipment added to or deleted from this Agreement will be prorated on a thirty (30) day month.

### 3. SERVICE RESPONSIBILITIES OF SERVICE EXPRESS, INC.

In consideration of payment of the charges set forth in this Agreement, SEI shall provide maintenance services as described below:

- (1) SEI shall perform preventive maintenance based upon specific needs of the Equipment.
- (2) SEI shall perform remedial maintenance following Customer notification of Equipment malfunction. SEI shall provide on-site response within the time frames specified on the face of this Agreement and shall provide a continuous repair effort.
- (3) SEI shall provide labor and parts deemed necessary to maintain the Equipment or to return the Equipment to operating condition. Exchanged parts removed from the Equipment become property of SEI.
- (4) SEI shall install Field Engineering Change Orders deemed necessary. Field Engineering Change Orders shall be installed at a mutually agreed upon time.

### 4. SERVICE RESPONSIBILITIES OF CUSTOMER

- (1) Customer shall contact SEI immediately when Equipment malfunctions and take reasonable precautions to limit further damage to the Equipment.
- (2) Customer shall provide full and free access to Equipment. Waivers of liability or other restrictions shall not be imposed as a requirement for access to the site.
- (3) Customer shall ensure that a Customer's representative is present during service by personnel.
- (4) Customer shall make every effort to provide a reasonable environment for the Equipment covered by this Agreement. Customer shall make all efforts to abide by manufacturer's specifications regarding environmental considerations for the Equipment being covered by this Agreement.

### 5. SERVICE LIMITATIONS

- (1) Requests for service received outside of the hours of coverage stipulated on the face of this Agreement shall be responded to on a best efforts basis.
- (2) This Agreement does not cover damage due to improper treatment or use of Equipment; unauthorized attempts by other than SEI personnel to repair, maintain or modify the Equipment; or, damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing per call rates for labor and parts.
- (3) SEI reserves the right to withdraw individual items of Equipment from the agreement if, in SEI opinion, these items can no longer be supported. In these circumstances, SEI shall allow the Customer reasonable time to replace subject Equipment or to have Equipment refurbished.
- (4) Maintenance service does not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.
- (5) SEI has the right to refuse, terminate, or suspend service, when in SEI's opinion, conditions at the Customer's site jeopardize the health or safety of SEI personnel.

### 6. CHARGES

- (1) CHARGES FOR MAINTENANCE SHALL BE INVOICED THIRTY (30) DAYS IN ADVANCE. PAYMENT OF THE APPLICABLE CHARGES IS DUE ON THE FIRST DAY OF THE MONTH IN WHICH SERVICE IS TO BE RENDERED.
- (2) ALL OVERDUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1½% PER MONTH. SEI ALSO RESERVES THE RIGHT TO REFUSE SERVICE TO CUSTOMERS WITH INVOICES PAST DUE.
- (3) Charges for services not covered under this Agreement shall be invoiced at SEI per call rates, terms and conditions in effect when the service is performed.
- (4) SEI may adjust the applicable charges for Equipment covered under this Agreement upon the anniversary date of this Agreement.

### 7. LIMITATIONS OF LIABILITY AND WARRANTY

- (1) EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SEI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (2) CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY SEI'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO THE LIMITS OF SEI'S INSURANCE POLICIES IN EFFECT AT THE TIME OF LOSS, SEI WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS, OR FOR INCIDENTAL CONSEQUENTIAL DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This limitation of SEI's liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against SEI must be brought within six (6) months after the cause of action occurs.

- (3) SEI shall not be liable for any delay in performance due to causes beyond the reasonable control of SEI.

### 8. GENERAL

- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other Agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.
- (2) The terms and conditions of this Agreement shall prevail over the terms and conditions of any order submitted by Customer for maintenance services under this Agreement.
- (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to Equipment covered hereunder. This Agreement may not be changed or terminated orally.
- (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- (5) During the term of this Agreement and for a period of one year from the date of its termination, Customer shall not employ, as an employee or contractor, any SEI employee.
- (6) Neither party shall assign this Agreement unless consented to in writing by both parties.
- (7) This Agreement will be governed by the laws of the State of Michigan.