

**CONTRACT**  
**SOFTWARE MAINTENANCE AGREEMENT**

by and between

**CUYAHOGA COUNTY, OHIO**

and

**CDW Government LLC**

THIS AGREEMENT (the "Contract") is made and entered into this 1<sup>st</sup> day of August 2011, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Information Services Center and CDW Government LLC ("CDW"), an Illinois limited liability corporation with offices located at 230 North Milwaukee Avenue, Vernon Hills, IL 60061.

WHEREAS, the County has a present need for software maintenance service of "CA eTrust /Pest and Total Defense Software" at the Information Services Center; and

WHEREAS, CDW was the lowest and thus the awarded bidder for providing maintenance service for "CA eTrust /Pest and Total Defense Software"; and

WHEREAS, the County desires to avail itself of the services contained herein and in the Schedule(s) attached hereto for CDW's "CA eTrust /Pest and Total Defense Software", located at the Cuyahoga County Information Services Center and CDW is willing to provide such service to the County all upon the terms and conditions set forth herein.

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

**ARTICLE I – AGREEMENT AND TERM**

**1.1 Scope of Agreement.** During the term of this Contract, CDW shall provide the County with all Maintenance and Enhancement Services for "CA eTrust /Pest and Total Defense Software" as outlined in the CDW Quote CDWR869 attached hereto and incorporated by reference herein as Schedule A. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

**1.2 Term.** The term of this Contract shall commence as of August 26, 2011 and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year from commencement date, (8/26/11 – 8/25/12). The cost of this Contract shall not exceed **Seventeen Thousand Four Hundred Fifty Dollars and Zero Cents (\$17,450.00)**

## ARTICLE II - ADDITIONAL MAINTENANCE SERVICE

2.1 At the request of the County and upon CDW's prior written consent, CDW may also provide technical, operational or other assistance on a consulting basis to the County in excess of the scope of services hereunder, to be included as Additional Maintenance Services. Additional Maintenance Services would require an amendment to this contract.

## ARTICLE III - PAYMENT AND INVOICING

3.1 Payment. During the term of this contract the County shall pay CDW for services rendered under the terms of the agreement and any schedules attached hereto. Payment is due in full within thirty (30) days from the date of approval by the County Executive.

3.2 Invoicing. CDW shall invoice the County for Maintenance Service. CDW shall submit original invoice(s) to the following address:

Cuyahoga County Information Services Center  
Business Department  
1255 Euclid Avenue, 4<sup>th</sup> floor  
Cleveland, Ohio 44115

## ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Subcontracting. This Contract was awarded to CDW / CA based upon their unique qualifications and skills, and no task required to be performed under this contract by CDW shall be subcontracted to third parties without the express written consent of Cuyahoga County.

4.2 Indemnification. CDW shall agree to release, indemnify and to hold harmless Cuyahoga County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for its gross negligence or willful misconduct under this contract, and CDW's liability under this contract shall be limited to maintenance fees paid by the County giving rise to the claim.

## ARTICLE V - ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

5.1 By entering into this Contract, CDW, its officers, employees, subcontractors, sub-grantees, agents or assigns, agree to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

5.2 CDW further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

## ARTICLE VI – MISCELLANEOUS

6.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Information Services Center  
ATTN: Jeff Mowry  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

In the case of CDW:

CDW Government LLC  
ATTN: Tara Barbieri  
Director, Program Sales  
2 Enterprise Drive, Suite 404  
Shelton, CT 06484

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

6.2 Record Audit Retention. CDW agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should CDW be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

6.3 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

6.4 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

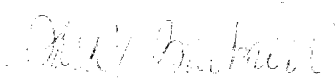
6.5 Contract Processing. CDW shall submit one (1) original contractual agreement with original signatures to the following:

Cuyahoga County Information Services Center  
ATTN: Business Department  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

THIS AGREEMENT 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.

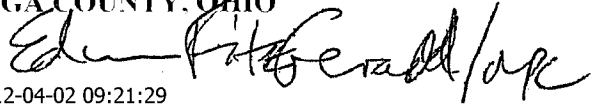
IN WITNESS WHEREOF, THE County and CDW have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

**CDW GOVERNMENT LLC**

BY:   
Tara Barbieri, Director, Program Sales

Fed. TIN# 

**CUYAHOGA COUNTY, OHIO**  
Edward FitzGerald, County Executive

  
2012-04-02 09:21:29  
BY: \_\_\_\_\_  
Edward FitzGerald, County Executive