

CONTRACT
MAINTENANCE AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

DLT SOLUTIONS, LLC

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 Cuyahoga County Information Services Center and **DLT Solutions, LLC** ("DLT"), an Virginia corporation, having principal place of business at, 13861 Sunrise Valley Dr., Suite 400, Herdon, VA 20171.(the "Provider")

WHEREAS, the County has a present need for Software Support Maintenance Service for Oracle Products countywide; and

WHEREAS, DLT as an authorized reseller of Software Support Maintenance Service for Oracle Products and was the lowest of three bids and the bid was lower that State Term Schedule pricing bid; and

WHEREAS, the County desires to avail itself of continued maintenance service of Oracle Products and DLT as an authorized dealer agent of Oracle Software Support, 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, DLT and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, DLT as an authorized reseller of Software Support Maintenance Service for Oracle Products, and the lowest bidder, awarded under ORC 125.04. DLT shall provide countywide maintenance service to the County for the County's Oracle Products listed on Schedule A (Quote # 801883). 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 June 1, 2012; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one year from the date of commencement (6/1/12 – 5/31/13). This contract shall be in an amount not to exceed Four Hundred Five Thousand Two Hundred Thirty Two Dollars and Eighty Six Cents (\$405,232.86).

ARTICLE II – SCOPE OF WORK

2.1 Rendering of Services. DLT hereby agrees to render maintenance service as listed on Schedule A and shall in no event exceed the amount of this contract shall be in an amount not to exceed Four Hundred Five Thousand Two Hundred Thirty Two Dollars and Eighty Six Cents (\$405,232.86).

ARTICLE III – PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay the costs associated with the Maintenance Service, upon receipt of said invoice from DLT and approval of the County Chief Executive.

3.2 Invoicing. DLT shall to invoice the County for the Maintenance and Support upon execution of this agreement.. DLT shall submit original invoice(s) to the following address:

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

ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Indemnification. DLT shall agree to release, indemnify and to hold harmless Cuyahoga County, 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.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Dispute Resolution.

a) In the event of any dispute or disagreement between DLT and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by DLT or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for

the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. DLT, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.3 Termination for Financial Instability. In the event that DLT becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against DLT of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.4 Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Contractor receives it. If the termination is for the convenience of the County, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before termination.

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, CIO

1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of DLT:

DLT Solutions, LLC
Attn: Hope Alexander
13861 Sunrise Valley Dr., Suite 400
Herndon, VA 20171

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

6.3 Social Security Act. DLT shall be and remain an independent DLT with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the DLT for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said DLT also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

6.4 Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the other party.

6.5 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the Cuyahoga County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by DLT prior to the execution of this agreement by the Cuyahoga County, the same will be provided at DLT's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by Cuyahoga County, Ohio. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

6.6 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect

to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

6.12 Force Majeure. DLT shall not be liable for any failure to perform, or delay in performing Service for County to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

ARTICLE VII – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

7.1. Electronic Signature. By entering into this Contract, DLT, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by means electronic 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 original document.

7.2 Compliance with O.R.C. DLT 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.

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 DLT have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

DLT SOLUTIONS, LLC

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY: Steve Straton S/PEA

Aug 14, 2012

BY: 2012-09-28 11:37:41

Edward FitzGerald, County Executive