

SOFTWARE SUPPORT AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

OARNET / OHIO STATE UNIVERSITY

THIS AGREEMENT (the "Contract") is made and entered into on this _____ day of _____, 2012 by and between Cuyahoga County, Ohio ("the County") on behalf of the Department of Information Technology and OARnet/Ohio State University ("OARnet"), an Ohio public institution of higher education organized under Ohio Revised Code Chapter 3354, with an address of Kinnear Road, Suite 130, Columbus, OH 43212.. (the "Provider")

WHEREAS, the County has a present need for maintenance and support of its VMWare Software License; and

WHEREAS, OARnet offers to sell under government to government purchase maintenance and support services for VMWare Software License are available under ORC 307.86 (Competitive bidding required-exceptions.); and

WHEREAS, the County desires to avail itself of such services at the Cuyahoga County Department of Information Technology and OARnet/OSU is willing to provide such service to the County all upon the terms and conditions set forth herein, and

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

ARTICLE I – AGREEMENT AND TERM

- 1.1 Scope of Agreement. During the term of this Contract, OARnet shall provide to the County under this Maintenance and Support Agreement the coverage outlined in Quote # 5150 attached hereto and incorporated by reference herein as Schedule A insofar as the terms of Schedule A concur with this agreement. 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 December 17, 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 (12/17/12 – 12/16/13). This contract shall be in an amount not to exceed **Two Thousand Eight Hundred Four Dollars and Ten Cents (\$2,804.10).**

ARTICLE II - SCOPE OF WORK

- 2.1. Rendering of Services. OARnet hereby agrees to render the services outlined in Schedule A attached hereto and incorporated by reference herein at a total price which shall in no event exceed the amount of not to exceed **Two Thousand Eight Hundred Four Dollars and Ten Cents (\$2,804.10).**

ARTICLE III - PAYMENT AND INVOICING

- 3.1 Payment. During the term of this contract, the County shall pay the costs associated with the maintenance and support agreement yearly upon receipt of said invoice from OARnet and approval of the County Chief Executive.
- 3.2 Invoicing. OARnet shall invoice the County annually for the maintenance and support agreement upon execution of this agreement. OARnet shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 NA - Government to Government Agreement

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

- 5.1 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 - ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 6.1 Electronic Signature. By entering into this Contract, OARnet, its officers, employees, subcontractors, sub-grantees, agents or assigns, 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.
- 6.2 Compliance with ORC. OARnet 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 OARnet have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

OARnet/Ohio State University

BY: 

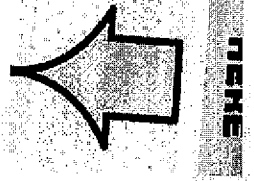
Cuyahoga County, Ohio

Edward FitzGerald, County Executive

BY: 

2012-11-26 09:44:11

Edward FitzGerald, County Executive



Price Quotation for VMware Renewal - State of Ohio

Date: 10/10/2012

*Please note: The maintenance for your VMware product(s) have been quoted as a "1" year term and noted in the SnS term column. The date listed under SnS End Date indicates the maintenance expiration date of the quoted order. If multiple years are preferred please change the "1" to the # of years desired. Partial years will not be accepted under any circumstances.